

COLLECTIVE AGREEMENT between



and

AIRLINE DIVISION



NOVEMBER 1, 2015 TO OCTOBER 31, 2021

TABLE OF CONTENT

ARTICLE 1	INTRODUCTION – DEFINITIONS.....	10
1.01	PREAMBLE	10
1.02	PURPOSE OF AGREEMENT.....	10
1.03	COLLECTIVE AGREEMENT AND OFFICIAL LANGUAGES	10
1.04	DEFINITIONS	10
ARTICLE 2	MANAGEMENT RIGHTS	13
2.05	HUMAN RIGHTS	14
ARTICLE 3	UNION RECOGNITION	14
3.06	NON-APPLICATION OF AGREEMENT	15
3.07	CUPE OFFICE	15
ARTICLE 4	UNION SECURITY AND DEDUCTION OF UNION DUES.....	15
ARTICLE 5	UNION REPRESENTATION / SCOPE OF AGREEMENT	16
5.03.01	COMPONENT OFFICERS.....	16
5.03.02	LOCAL UNIONS.....	17
5.03.03	OTHER FLIGHT RELEASES FOR UNION REPRESENTATION	17
5.03.04	FAMILIARIZATION FLYING	18
5.08	USE OF CABIN PERSONNEL’S COMPANY EMAIL ADDRESSES AND MAILBOXES/ FOLDERS BY THE UNION	19
ARTICLE 6	OBLIGATIONS OF THE SUCCESSOR AND CHANGE IN OPERATIONS	19
ARTICLE 7	CABIN PERSONNEL CLASSIFICATIONS	20
7.01	CABIN ATTENDANTS	20
7.01.01	RESPONSIBILITIES.....	20
7.01.02	EMERGENCY PROCEDURES.....	20
7.01.03	ANNUAL TRAINING.....	20
7.02	FLIGHT DIRECTOR.....	20
7.02.01.	PREAMBLE:.....	20
7.02.02.	RESPONSIBILITIES.....	21
7.02.04.	TRAINING OF FLIGHT DIRECTORS.....	22
7.03	FLIGHT DIRECTOR COACH	23
7.04	CABIN ATTENDANT INSTRUCTOR/CABIN SAFETY TRAINING.....	24
7.05	NEW CLASSIFICATION.....	26
7.06	CREW COMPLEMENT	26
ARTICLE 8	HEALTH AND SAFETY	27
8.01	OBJECTIVES	27
8.02	ORGANIZATION AND OPERATION OF THE WORKPLACE AND POLICY HEALTH & SAFETY COMMITTEES.	27
8.03	OBLIGATIONS.....	31
8.04	REHABILITATION PROGRAM	32
8.05	PERMANENT REASSIGNMENT	32
8.06	LIST OF CABIN ATTENDANT WORKPLACE INJURIES	32
8.07	CRITICAL INCIDENT ON BOARD AIRCRAFT.....	32
8.07.01	TRAINING.....	33
8.08	QUALITY AND SAFETY MANAGEMENT SYSTEM AND QUALITY AND SAFETY MANAGEMENT COMMITTEE (QSMS AND QSMC).....	33

ARTICLE 9	PROBATIONARY PERIOD	33
ARTICLE 10	SENIORITY	33
10.01.01	RECOGNITION OF SENIORITY - FLIGHT DIRECTOR	34
10.01.02	RECOGNITION OF SENIORITY - CABIN ATTENDANT INSTRUCTOR.....	34
10.04	SCOPE OF THE COLLECTIVE AGREEMENT	34
10.05	TRANSFER OUTSIDE THE SCOPE OF THE BARGAINING UNIT	34
ARTICLE 11	FILLING VACANCIES	35
11.01	JOB POSTING BULLETIN.....	35
11.02	PROCEDURE	36
11.03	POSTING PERIOD	36
11.04	PROCEDURE FOR ABSENT CABIN PERSONNEL	36
11.06	SEASONAL BASES.....	36
11.06.03.	RULES FOR GRANTING TRANSFERS	36
11.08	MUTUAL BASE EXCHANGE	37
11.09	FILLING FLIGHT DIRECTOR POSITIONS	38
11.10	PERMANENT FLIGHT DIRECTOR.....	39
11.11	INITIAL FLIGHT DIRECTOR	40
11.12	RENOUNCEMENT OF FLIGHT DIRECTOR POSITION	40
11.13	RESIGNATION	40
11.14	EXCEPTIONAL STAFFING REDUCTION	40
11.15	TRAINING	41
11.16	POSTING DURING THE YEAR FOR ADDITIONAL UNFORESEEN NEEDS ...	41
11.17	DRAFT TO FLIGHT DIRECTOR CLASSIFICATION	41
11.18	MONTHLY DOWNGRADE REQUESTS	42
11.19	MONTHLY STAFFING: FLIGHT DIRECTOR CLASSIFICATION	42
ARTICLE 12	LAYOFF AND RECALL	42
12.04	BUMPING	44
12.11	DAYS OFF	45
ARTICLE 13	LEAVE OF ABSENCE WITHOUT PAY	45
13.01	PERSONAL LEAVE	45
13.02	EDUCATIONAL LEAVE.....	45
13.04	UNION LEAVE TO PERFORM FULL TIME DUTIES AS AN ELECTED UNION OFFICER	46
13.05	LEAVE TO PERFORM FULL TIME DUTIES AS UNION STAFF/UNION POSITION.....	46
13.06	LEAVE WITHOUT PAY TO HOLD PUBLIC OFFICE	46
13.07	COMPASSIONATE LEAVE WITHOUT PAY	46
13.08	FLEXIBLE DAYS	47
13.09	DOMESTIC VIOLENCE.....	47
13.10	WEDDING / UNION CELEBRATION LEAVE	47
13.11	GENERAL PROVISIONS.....	47
ARTICLE 14	LEAVE OF ABSENCE WITH PAY	48
14.01	BEREAVEMENT LEAVE	48
14.02	RETURN OF A CABIN ATTENDANT ON DUTY.....	49
14.03	JURY DUTY	49
14.04	LEGAL SERVICES.....	49
14.05	DISCLOSURE OF INFORMATION	49
14.06	PERSONAL EMERGENCY DAYS	49
14.07	TIME BANK	50

14.07.01	TIME CASH BANK	50
14.07.02	TIME CREDIT BANK	51
14.08	SABBATICAL YEAR	52
ARTICLE 15	ANNUAL VACATION	52
15.01	AWARDING VACATION	52
15.02	HIRING DURING THE YEAR	53
15.03	EXTENDED ABSENCE	53
15.04	STATUTORY HOLIDAYS	53
15.06	PREMIUM DURING THE HOLIDAY SEASON.....	54
15.07	DAYS OFF BEFORE AND AFTER VACATION	54
15.09	BID AWARD PROCEDURES	55
15.10	JOINT VACATION AWARD.....	55
15.11	VACATION SPLITS	55
15.12	VACATION BID DATES.....	56
15.22	VACATION COMPENSATION	57
15.23	TERMINATION OF EMPLOYMENT	57
ARTICLE 16	SICK LEAVE	58
16.02.	DEDUCTION OF SICK LEAVE CREDITS.....	60
16.02.01	ILLNESS AND RESERVE BLOCKS.....	60
16.03	OUT OF BASE ILLNESS	61
16.04	REMUNERATION.....	61
16.09	MEDICAL REVIEW	62
16.10	PROCEDURE	62
16.10.01	STADE I	62
16.10.02	STADE II	62
16.10.03	EXTENSION	62
16.10.04	FEES	62
16.11	DECISION OF THE MEDICAL EXPERTISE	63
ARTICLE 17	PARENTAL LEAVES	63
17.01	PREGNANCY	63
17.01.01	ELIGIBILITY.....	63
17.01.02	NOTIFICATION.....	64
17.01.03	WORK DURING PREGNANCY – REASSIGNMENT	64
17.01.14	RECLASSIFICATION	65
17.02	PREVENTIVE LEAVE.....	65
17.03	MATERNITY LEAVE	65
17.03.01	COMMENCEMENT OF MATERNITY LEAVE	65
17.03.02	END OF MATERNITY LEAVE	66
17.04	SPOUSE / PARTNER LEAVE	66
17.05	BIRTH OF CHILD/ADOPTION LEAVE	66
17.06	PARENTAL LEAVE.....	66
17.07	SENIORITY	67
17.08	FERTILITY TREATMENTS.....	67
ARTICLE 18	TRANSPORTATION ALLOWANCES AND PARKING.....	67
18.04	CLASS OF TRANSPORTATION	68
18.04.01	BY AIR.....	68
18.04.02	BY TRAIN	69
18.04.03	BY BUS	69
18.05	DURATION OF LAND DEADHEADING	69
18.05.01	BY TRAIN	69

18.05.02	BY BUS	69
18.06	DEADHEADING REPRESENTING THE ONLY ELEMENT IN A DUTY PERIOD	69
18.07	CLOTHING AND UNIFORM	69
18.08	TRANSPORTATION BETWEEN AIRPORT AND HOTEL AND VICE VERSA ...	70
18.09	INTRA-AIRPORT TRANSPORTATION	70
ARTICLE 19	REST PERIODS, REST FACILITIES AND HOTEL ACCOMMODATIONS	70
ARTICLE 20	UNIFORM	71
20.01	WEARING OF THE UNIFORM	71
20.02	UNIFORM ITEMS	72
20.02.01	FEMALE CABIN ATTENDANT	72
20.02.02	MATERNITY UNIFORM	73
20.02.03	MALE CABIN ATTENDANT	73
20.03	REPAIR OR REPLACE	74
20.04	TERMINATION OF EMPLOYMENT	74
20.05	PURCHASE OF ADDITIONAL ITEMS AND ACCESSORIES	74
20.06	CLEANING, FOOTWEAR AND SUPPLIES ALLOWANCE	74
20.07	LOSS / THEFT OF LUGGAGE	74
ARTICLE 21	EXPENSE ACCOUNTS, MEAL ALLOWANCES AND OTHER ALLOWANCES	74
21.01	DAILY PER DIEM	74
21.02	MEAL ALLOWANCES	76
21.03	ADVANCE PAY	76
21.04	EXPENSES ABSORBED BY THE COMPANY	76
21.05	OUT OF BASE SICKNESS	76
ARTICLE 22	EVENT AND SPECIAL ASSIGNMENTS	77
22.01	DEFINITION	77
22.02	SELECTION	77
22.03	CONDITIONS	77
22.04	PENALTY	77
22.05	CREDITS	77
22.06	ALLOWANCE	78
01.	PARKING	78
02.	MEALS	78
03.	TRANSPORT	78
ARTICLE 23	PAYMENT OF SALARIES	78
ARTICLE 24	RATES OF PAY	80
24.01	RATES OF PAY AND BONUSES	80
24.02	FLIGHT DIRECTOR PREMIUM	80
24.03	COMPENSATION	81
24.04	CHANGES TO CREW COMPLEMENT	81
ARTICLE 25	SALARY PROTECTION IN CASE OF AN AIRCRAFT ACCIDENT OR INCIDENT	82
25.01	PRISONER OF WAR, HOSTAGE, HIJACK, INTERNMENT, MISSING	82
25.01.01	PROCEDURE	82
25.01.02	HOSTAGE / INTERNMENT	82
25.01.03	DEATH ON DUTY	82

ARTICLE 26	COMMISSION, DUTY-FREE SHOP AND DOMESTIC FLIGHTS BOUTIQUE	82
ARTICLE 27	UNION / MANAGEMENT COMMITTEES	83
27.01	UNION / MANAGEMENT MEETINGS	83
27.02	MEETING WITH DIFFERENT COMMITTEES	84
27.02.01	HOTEL AND TRANSPORT COMMITTEE	85
27.02.02	HEALTH AND SAFETY	86
27.02.03	BLOCK REVIEW COMMITTEE	86
27.02.04	WOMEN'S COMMITTEE	86
27.02.05	DUTY-FREE COMMITTEE	86
27.02.06	UNIFORM COMMITTEE	87
27.02.07	PINK TRIANGLE COMMITTEE	87
27.02.08	ENVIRONMENTAL COMMITTEE	87
27.02.09	JOINT INSURANCE COMMITTEE	87
27.02.10	PERSONNEL MANGEMENT COMMITTEE	87
27.02.11	SERVICE COMMITTEE	88
27.02.12	INTERLINE COMMITTEE	88
27.02.13	CREW MEAL COMMITTEE	88
27.02.14	PENSION COMMITTEE	88
27.02.15	EMPLOYMENT EQUITY COMMITTEE	88
ARTICLE 28	GRIEVANCE PROCEDURE	89
ARTICLE 29	DISCIPLINE, DISCHARGE AND PERSONAL FILE	91
29.06.	PERSONAL FILE	92
29.06.01	CONFIDENTIALITY	92
29.06.02	CONSULTATION OF PERSONAL FILE	92
ARTICLE 30	ARBITRATION PROCEDURE	93
ARTICLE 31	NO WORK INTERRUPTIONS	94
ARTICLE 32	EMPLOYEE BENEFITS PLAN	94
32.01	INSURANCES	94
32.01.01	GROUP INSURANCE PLAN AND SUMMARY OF BENEFITS	94
a)	Life and death and accidental dismemberment insurance	95
b)	Short-term disability insurance	95
c)	Long-term disability insurance	95
d)	Medical insurance	95
e)	Dental insurance	95
32.02	MAINTENANCE OF BENEFITS DURING ABSENCE	96
32.03	POST DEPARTURE BENEFITS	96
32.04	INSURANCE POLICY	96
32.05	SURVIVOR BENEFITS	96
ARTICLE 33	RETIREMENT SAVINGS PLAN	97
33.01	MULTI SECTOR PENSION PLAN (MSPP)	97
33.02	DEFERRED PROFIT SHARING PLAN/REGISTERED RETIREMENT SAVINGS PLAN (DPSP/RRSP)	98
33.02.01	GENERAL PRINCIPLES	98
33.02.02	TERMS, CONDITIONS AND INFORMATION	99
33.02.03	PURPOSE OF A GROUP RRPS	99
ARTICLE 34	NON DISCRIMINATION	99
34.01	DISCRIMINATION	99
34.02	HARASSMENT	99

34.02.01	DEFINITION	99
34.02.02	STATEMENT OF PRINCIPLES	100
34.02.03	ANTI-HARASSMENT POLICY	100
34.02.04	THE INVESTIGATION	100
ARTICLE 35	TRAVEL BENEFITS	101
35.01	PRESENT PLAN AND BENEFITS	101
35.02	CONFIRMED PASSES	102
35.03	STAND-BY TICKETS	102
35.04	FERRY FLIGHT	102
ARTICLE 36	PROFIT SHARING PLAN	102
ARTICLE 37	DURATION OF AGREEMENT	103
BLOCK RULES		105
ARTICLE B1	INTRODUCTION	105
ARTICLE B2	PREPARATION OF BLOCKS	105
ARTICLE B3	PAIRINGS	106
ARTICLE B4	AWARD INFORMATION	106
ARTICLE B5	BLOCK AWARDS	107
B5.02	BLOCK EXCHANGES	108
B5.03	JOIN AWARD	108
B5.05	REPORT TO BASE DURING BLOCK MONTH	108
B5.08	PAIRING RE-WORK	109
B5.08.01	CHANGE TO COMMERCIAL SCHEDULE, REDUCTION OR FUSION OF BLOCK COMPLEMENT	109
B5.08.02	PAIRING ERRORS	109
B5.08.03	COMPLIANCE WITH WORKING TIME AND REST TIME STANDARDS	110
B5.08.04	ADDITION OR REMOVAL OF A TRAINING DAY	110
B5.09	PAIRINGS – FOREIGN LANGUAGES	110
ARTICLE B6	LIMITATIONS, REST AND DAYS OFF	111
B6.01	MONTHLY FLIGHT TIME	111
B6.01.01	SCHEDULED MAXIMUM MONTHLY LIMITATION	111
.01	Overprojection for the first 15 days:	111
.02	Overprojection for the last 15 days:	111
B6.01.03	PRORATING	112
B6.03	DUTY PERIOD	112
B6.04	DELAY	113
B6.05	SCHEDULED MAXIMUM DAILY LIMITATION	114
B6.06	ABSOLUTE MAXIMUM DAILY LIMITATION	114
B6.06.01	AT ANY HOME BASE	114
B6.06.02	AWAY FROM HOME BASE	114
B6.07	EXCESS DUTY	115
B6.08	RELEASE FROM DUTY	115
B6.09	EXCEPTIONAL AND UNCONTROLLABLE CIRCUMSTANCES	115
B6.10	IN-FLIGHT REST PERIODS AND CREW MEALS	115
ARTICLE B7	REASSIGNMENT	117
B7.02	NOTICE OF CANCELLATION TO CABIN PERSONNEL	117
B7.03.01	IN CASE OF A ONE-DAY PAIRING	118
B7.03.02	IN THE CASE OF A MULTI-DAY PAIRING	118

B7.04	REASSIGNMENT PROCEDURES.....	118
B7.07	MISSED CONNECTION.....	119
ARTICLE B8	OPEN PAIRING	120
B8.01	OPEN PAIRING LIST.....	120
B8.03	OPEN PAIRING BID	120
B8.04	ELIGIBILITY	120
B8.05	BID PROCESS.....	121
B8.06	BIDDING	121
B8.07	BID PROCEDURE.....	121
B8.07.01	LATE BID.....	121
B8.07.02	INVALID BID.....	121
B8.08	AWARD.....	121
B8.08.01	AWARD FOR PAIRING AVAILABLE ON OPEN 72 HOURS OR MORE BEFORE DEPARTURE OF PAIRING.	121
B8.08.02	AWARD FOR PAIRING AVAILABLE ON OPEN 48 HOURS OR MORE BEFORE DEPARTURE OF PAIRING.	122
B8.08.03	AWARD FOR PAIRING AVAILABLE ON OPEN 48 HOURS OR LESS BEFORE DEPARTURE OF PAIRING	122
ARTICLE B9	RESERVE	122
B9.03	PREPARATION OF RESERVE BLOCKS	123
B9.03.02	CONSECUTIVE WORKING DAYS	123
B9.12	AM / PM RESERVES.....	124
ARTICLE B10	DRAFT 125	
B10.01.03	DEADHEADING CABIN ATTENDANT.....	126
B10.02	DRAFT PROCEDURE – DIFFERENT CLASSIFICATION.....	126
B10.03	DRAFT PROCEDURE – CREW BASE	126
B10.04	STANDARD DRAFT SEQUENCE	126
B10.05	CREDITS	127
ARTICLE B11	SHARED BLOCKS AND MINI BLOCKS	127
B11.02	MINI-BLOCKS AND RESERVE MINI-BLOCKS	128
B11.06.01	MINI-BLOCKHOLDER:.....	128
B11.06.02	RESERVE MINI-BLOCKHOLDERS.....	128
B11.08	LONG-TERM MINI-BLOCKS	129
ARTICLE B12	TRIP EXCHANGES	130
B12.01	PROCEDURE	130
B12.02	APPROVAL	131
ARTICLE B13	LEGAL REST PERIODS 132	
B13.05	RELIEF.....	133
B13.07	LOST DAYS OFF, IOU	133
B13.08	MINIMUM DURATION	134
B13.09	IN CASE OF DELAYS	135
ARTICLE B14	MONTHLY CALCULATIONS	135
ARTICLE B15	CREDITS AND PAY	135
B15.01.01	REGULAR BLOCKS	135
B15.01.02	RESERVE BLOCKS.....	135
B15.01.03	MINI-BLOCKS.....	135

B15.01.04	RESERVE MINI-BLOCKS.....	135
B15.03	ADDITIONAL DUTIES	136
B15.04	RECLASSIFICATION	136
B15.04.01	HIGHER CLASSIFICATION	136
B15.04.02	LOWER CLASSIFICATION.....	136
B15.05	FOREIGN LANGUAGE CREDITS.....	136
ARTICLE B16	FLIGHT TIME CREDITS	137
B16.02	DEADHEADING.....	137
B16.03	FERRY FLIGHT	137
ARTICLE B17	GROUND DUTY – PASSENGER SERVICE	138
ARTICLE B18	SUB-CONTRACTS	138
B18.01	AWARDS	139
B18.02	VACCINES AND VISAS	139
B18.03	ACCOMMODATIONS.....	139
B18.04	LONG FLIGHT	139
B18.05	DAYS OFF	139
B18.06	LIMITATION OF DAYS AWAY FROM HOME BASE	140
B18.07	PER DIEM.....	140
B18.08	LIMITATION AND REST.....	140
B18.09	CREW COMPLEMENT.....	140
ARTICLE B19	DURATION	140
APPENDIX A.	IDENTIFICATION OF BENEFICIARY.....	141
APPENDIX B.	LANGUAGE QUALIFICATIONS.....	142
APPENDIX C.	MAP	143
APPENDIX D.	EVALUATION GRID FOR SELECTING HOTELS FOR LAYOVERS.....	144
APPENDIX E.	PARTICIPATION AGREEMENT	145
APPENDIX F.	REPORTING OF HOURS OF WORK FOR THE PURPOSE OF EI RECORDS OF EMPLOYMENT	147
APPENDIX G.	SABBATICAL YEAR	148
APPENDIX H.	ILLNESS OR INJURY AWAY FROM HOME BASE	149
APPENDIX I.	WORKPLACE CRITICAL INCIDENT STRESS PREVENTION PROGRAM..	150
APPENDIX J.	HOTEL AND TRANSPORT COMMITTEE TERMS OF REFERENCE	151
LETTER OF UNDERSTANDING # 1	LANGUAGE QUALIFICATIONS OF FD'S.....	153
LETTER OF UNDERSTANDING # 2	IMPLEMENTATION OF A COMPUTERIZED MANAGEMENT SYSTEM	153
LETTER OF UNDERSTANDING # 3	JOB PROTECTION.....	154
LETTER OF UNDERSTANDING # 4	IMPLEMENTATION OF A FATIGUE RISK MANAGEMENT SYSTEM (FRMS)	159
LETTER OF UNDERSTANDING # 5	TRAVEL SERVICES	160
LETTER OF UNDERSTANDING # 6	CREW COMPLEMENT	164

ARTICLE 1 INTRODUCTION – DEFINITIONS

1.01 Preamble

This Agreement has been entered into between Air Transat A.T. Inc., hereinafter referred to as "the Company", and the Canadian Union of Public Employees (Airline Division), hereinafter referred to as "the Union".

As is customary and barring exceptions, the masculine form has been used to include the feminine, and the singular form includes the plural.

1.02 Purpose of Agreement

The purpose of this Agreement is to provide for the operation of the Company's services, in the mutual interest of the Company, its employees and customers, according to methods that will contribute, to the fullest extent possible, toward the safety of air transportation, the efficiency and economy of operations as well as toward the stability of employment and also toward maintaining reasonable working conditions, particularly insofar as hours, compensation and duties are concerned.

It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, both individually and collectively, in the advancement of this purpose.

1.03 Collective Agreement and official languages

The costs of printing and translating the Agreement shall be paid entirely by the Company.

The English and French language versions of this Collective Agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail.

All Company instructions addressed to a Cabin Attendant shall be in the official language of the Cabin Attendant's choice. Other written communications addressed to a Cabin Attendant may be written in either official language. Should the language in which a communication is written prevent a Cabin Attendant from clearly understanding it, the Company shall provide the necessary clarification (s).

1.04 Definitions

In this Agreement, the terms below will have the following meanings unless otherwise specified:

Agreement The Collective Agreement consists of the Collective Agreement per se, the Memorandums of Understanding and the Block Rules negotiated between the Company and the Union, including any amendments and interpretations thereto agreed upon and covered by letter and written amendments signed by appointed Union and Company representatives. These written amendments will remain binding on the parties only for the duration of the existing Agreement, unless incorporated into the subsequent Agreement.

Aircraft complement The Cabin Personnel crew complement specified for a flight or a flight sequence.

Block-to-block flight time Flight time begins when the blocks are removed, at time of departure, and ends when blocks are inserted, upon arrival.

Cabin Personnel, Cabin Attendant or Employee Flight Attendant and Flight Director.

Cabin Personnel, Cabin Attendant or Employee on probation An employee who has not completed his probationary period.

Company Air Transat A.T. Inc., including the various services and departments with which Cabin Personnel deals, such as the CSO, Crew Planning, In-Flight Service, Human Resources, Payroll, Interline, etc.

Company service Full period of time during which a Cabin Attendant is considered to have worked for the Company, excluding any period over 31 days, in the case of leave of absence without pay, or 6 months, in the case of illness and work accident, as well as for any temporary layoff period.

Continental flight Any flight originating from any point in North America and landing within the limits indicated on the map in Appendix C of this Agreement.

Date of Hire A Cabin Attendant's 1st day of initial training.

Day Continuous 24 hour period between 00:00 and 23:59.

Day Off 24 hour period from midnight to midnight, during which a Cabin Attendant who has returned to his home base is free from all work-related duties. These days are identified by the letter X.

All scheduled day off periods start at the end of the last duty period upon return to home base.

Deadhead Some form of travel from one location to another by the means of transportation specified by the Company.

Draft In the event of an irregular operation, either at a home base or elsewhere, a Cabin Attendant who is imposed a flight or a flight sequence, in addition to his original pairing, and/or is given a substitution of another flight or flight sequence, although his original pairing/flight is operating, is deemed to have been drafted.

Duty period Period of time defined in Article B6.03

Ferry flight A company flight, on which there are no revenue passengers, used to position a crew.

First day of assignment The first day of assignment corresponds to the first calendar day of a Cabin Attendant's regular or reserve block.

Flight Period between removal of blocks under aircraft wheels up to the time blocks are re-inserted at time of landing.

Foreign languages Any language other than the two official languages of Canada.

Home base The station, in Canada, where a Cabin Attendant is permanently assigned, for a continuous period of at least twelve calendar months.

I.O.U. A day off owed by the Company to a Cabin Attendant. This day or these days may not be given back to a Cabin Attendant during a rest period and moreover must be added to a period of 48 hours. This day or these days shall be untouchable. Notwithstanding the definition of a day off, the day(s) to be repaid shall be on the day or days of the Cabin Attendant's choice and shall be taken prior to the end of the month (with the hours guaranteed) in which they are owed unless the Cabin Attendant lost the day(s) in the last 7 days of the month. In this case, the day(s) shall be taken prior to the end of the next month and at the Cabin Attendant's request. When a day or days are given back to a Cabin Attendant the following month, a reminder will be sent to the Cabin Attendant before the end of the bidding period.

Layoff Temporary loss of employment due to the Company's internal organization or economic conditions.

Month A complete calendar month for salary purposes, flight time and time on duty. January will be considered to run from January 1 to January 30 inclusively. February will be considered to run from January 31 to March 1 inclusively. March will be considered to run from March 2 to March 31 inclusively. In this way, the first three months of the year will each be 30 days long, except for leap years.

Night Flight A continental flight is considered a night flight when 3 or more hours of the duty period fall between 00:00 and 06:00 - local time.

Open pairing A pairing that has not been assigned during the monthly assignments and/or that becomes available during the month in question.

Overseas flight Any operation conducted from any point in North America to any landing point outside the limits set according to the map in Appendix C of this Agreement.

Pairing A series of flights starting with a flight, or a deadhead flight, that takes a Cabin Attendant away from his home base and that ends with a flight, or a deadhead flight, that brings the Cabin Attendant back to his home base.

Pay period The month consists of 2 pay periods.

Permanent employee An employee working in a position of Cabin Personnel and having completed his probationary period, as defined in ARTICLE 9.

Priority Reassignment When a Cabin Attendant books fit, they will be given priority on reassignment in accordance with article 16.02.

Prone rest A complete period of rest starting from the time the last Cabin Attendant receives the key to his room and it is available for him to rest, until the wake-up call, as stipulated in Articles B.13.02.01, B13.02.02 and B.13.02.03

Reference year A full calendar year, from January 1 to December 31.

Regular blockholder A Cabin Attendant awarded or assigned a regular block

Regular block, Reserve block, Mini-Block, Reserve Mini-Block or Shared-block
A Cabin Attendant's work schedule for a given month.

Reserve blockholder A Cabin Attendant awarded or assigned a reserve block.

Reserve duty day A consecutive period during which a Cabin Attendant is obliged to remain available, on call, according to the terms and conditions set forth in the Block Rules. These days are identified by RAM and RPM.

Rest period A continuous rest period at or away from the home or seasonal base during which the Cabin Attendant will be free from all responsibilities. The end of one duty period until the beginning of the next duty period.

Seasonal base A station in Canada operating for a period of at least three calendar months but no more than eleven calendar months.

Special Assignment Any temporary position posted by the company, within the scope of the collective agreement, where the Cabin Attendant performs duties other than those related to safety and standard service onboard and that is not in conflict with another bargaining unit. However, these duties may be performed in flight or on the ground. Such special assignment postings shall not exceed 120 days.

Station Any airport destination serviced by Air Transat.

Union The Canadian Union of Public Employees (Airline Division).

Untouchable day off Notwithstanding the definition of a day off, the day off identified on reserve blocks and regular blocks by the symbols **, during which a Cabin Attendant is free from all duties relating to his job and cannot be assigned any work; however, if the trip is extended during the flight, and it overlaps an untouchable day off, this day off will be refunded at the end of this period of untouchable days off.

If the end of this period of untouchable days off is followed by a trip or a vacation day, the Cabin Attendant will choose at what time he is to be given his untouchable day off and this, in accordance with the definition of an I.O.U. This day off will be taken in the same month or in the following month, at the very latest. No operational reasons may be given for not granting a day off in the current month if the Cabin Attendant so requires.

If the end of this period of untouchable days off is followed by a regular day off, it will become untouchable and the CSO will award a regular day off at the end of the period affected. The previous paragraph applies as well.

White Day White days are days marked on regular blocks that are other than regular days off or days for vacation, training, meetings, special assignments or trips.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union recognizes that the control, direction and administration of the Company's business, enterprise and employees are vested solely in the Company.

2.02 Without limiting the generality of the foregoing, the Union recognizes the Company's right to:

2.02.01. maintain order, discipline and the efficiency of its employees and its operations;

2.02.02. hire, classify, assign, transfer, promote, demote, lay off or terminate employment as well as suspend, discharge or otherwise discipline for reasons that are fair and sufficient;

2.02.03. adopt and enforce rules of conduct that are not incompatible herewith and oblige the employees to abide by them;

2.02.04. determine work requirements and qualifications, which must be reasonably related to the work required;

2.02.05. establish consistent standards that must be met;

2.02.06. determine work methods and procedures;

2.02.07. determine the type and location of equipment, schedule its flights, specify its operations bases and extend, reduce, limit, suspend or terminate its operations in whole or in part at any time.

These rights may be exercised as long as they are pertinent and in relation to the nature of Cabin Personnel's duties and responsibilities and not inconsistent with the Collective Agreement.

2.02.08. The Company also recognizes its duty to exercise its management rights fairly and equitably.

2.03 Any of the rights, powers or authority the Company had prior to signing this Agreement will be retained by the Company, except those specifically abridged, delegated, granted or modified by this Agreement.

2.04 Article 2 will not apply to detract from the right of a Cabin Attendant to lodge his grievances in accordance with the provisions of this Agreement.

2.05 Human rights

The Company and the Union agree to continue to respect the intent of the Canadian Human Rights Act.

ARTICLE 3 UNION RECOGNITION

3.01 The Company recognizes the Union as the sole bargaining agent for all Cabin Personnel employed by the Company, in accordance with the accreditation certificate issued by the Canada Industrial Relations Board under the provisions of the Canada Labor Code, unless directed otherwise by the Canada Industrial Relations Board from time to time.

3.02 The Company recognizes that classifications not included in the accreditation certificate may not perform the work of Cabin Personnel covered by this Agreement.

3.03 All passenger flights operated by the Company on its own or leased aircraft will be staffed by Cabin Personnel whose names appear on the system-wide seniority list and whose duties on these flights are exclusive to Cabin Personnel covered by this Agreement; however, when the terms or conditions of a sub-contract are dictated by the lessor, the Company may comply therewith, in accordance with Article ARTICLE B8ARTICLE B18.

3.04 No specific agreement relating to working conditions that are different from or not covered by this Agreement will be valid unless it has been approved by a duly authorized union representative.

3.05 No Cabin Attendant covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.

3.06 Non-application of Agreement

This Agreement does not apply to Cabin Personnel in initial induction training.

3.07 CUPE Office

At all home bases, the Company will provide local union executives with an appropriate closed office space with a desk, 3 chairs, filing cabinet(s), telephone, and equipped with wired-in internet accessibility near or adjacent to the crew room.

When union executives meet with company representatives at the company's Head Office, an appropriate closed office must be provided for the purpose of internal discussions required to conduct an orderly meeting.

In order to retrieve union files and equipment, the union will have access to the union office in the presence of a company representative.

The Company's regulations and policies as well as applicable government laws must be respected; moreover, it is agreed that the activities carried out on these premises must not go against the Company's mission and objectives. These Head Office premises must be accessible during regular office hours (8:30 to 17:00), Monday to Friday.

3.08 The Company will allocate a 2 hour period of time whereby Component union executives will meet with future Flight Attendants, during the initial training period. The Company will also allocate a 1 hour period of time whereby local executive officers will meet with future Flight Attendants, during their orientation period at their respective bases. Such time periods will be mutually agreed upon in advance by the Union and the Company.

3.09 The union is allotted 2 hours with the new or current flight directors during training. This must be a full 2-hour period and the scheduling will be determined by the training department who will make every effort to coordinate with the union officers' availability.

ARTICLE 4 UNION SECURITY AND DEDUCTION OF UNION DUES

4.01 All present union members in good standing will remain as such for the term of this Agreement.

4.02 All new Cabin Personnel, including Cabin Attendants on probation, will become union members within 30 calendar days from the date of hire and remain as such as a condition of employment. The Company will inform the Union's Secretary-Treasurer of the names, classifications and rates of pay of all new Cabin Personnel when they are hired.

4.03 The Company agrees to deduct initiation fees and union dues, as stipulated in the Union's Constitution, and will give these dues to the Union's Secretary-Treasurer in the form of a cheque, along with the list of members' names, the amounts deducted, the number of hours worked, the rate of pay and gross earnings.

4.04 An initiation fee of 5\$ will be deducted from the Cabin Attendant's first pay following the 1st day of the Cabin Attendant's assignment. Union dues will be deducted commencing with the first pay period following the 1st day of the Cabin Attendant's assignment. All union dues for a given pay period will be sent by direct deposit no later than 15 days following the pay period and all paper work will be given to the Union's Secretary-Treasurer at that time.

4.05 The Company will have no financial or other responsibility to the Union or any Cabin Personnel should no deduction be made or should the deductions or remittances be incorrect or inaccurate. In case of error in deducting the dues from a Cabin Attendant's pay cheque, the Company will correct the error directly with the Cabin Attendant. Should the Company make a mistake in the amounts to be remitted to the Union, it will pay the difference in making its next remittance.

ARTICLE 5 UNION REPRESENTATION / SCOPE OF AGREEMENT

5.01 The Company recognizes union representatives duly identified by the Union and moreover recognizes that they may perform their duties in the manner and to the extent provided for in this Agreement.

5.02 The Union will select the above-mentioned representatives and will send the Company written notification of the names of these representatives; moreover, the Union will inform the Company of any subsequent changes, including any representatives added or withdrawn, as set forth in the Union's Constitution.

5.03 It is understood that the above-mentioned union representatives have regular work to perform for the Company and that if, during working hours, they must perform union work related to their responsibilities, they will make an arrangement with their supervisor in order to be relieved of their cabin duties. Under this Agreement, there will be no loss of regular pay. Union officers will be released from their duties depending on operational constraints.

5.03.01 Component Officers

The Company agrees to provide the following bank of hours per year to the Component Officers (Component President, Component Vice-President, Component Secretary Treasurer, Component Trustees) identified by the union for flight releases for union representation. It is agreed that Cabin Personnel holding such positions may be released from their flight duties for all or part of their term of office while being considered permanent employees, with full rights and privileges related thereto.

All requests submitted by the 12th of the previous month at 23h59 local time will be granted automatically without restriction. Ad hoc releases will be granted according to operational requirements.

It is understood that these hours, if not used, shall not be cumulative to the following year. It is also understood that these hours shall not be transferable and are to be used exclusively by the Component Officers.

2 592 hours

For the Component President, the Component Vice-President and the Component Secretary-Treasurer, it is agreed that remuneration absorbed in this way will be

determined according to the hourly rate of the union officer released, plus the Flight Director premium. For Component Trustees, it is agreed that remuneration absorbed in this way will be determined according to the hourly rate and classification of the union officer released.

It is understood that a full-time release is valued at 88 hours per month.

5.03.02 Local Unions

The Company agrees to provide the following bank of hours per year for local union representation. It is agreed that Cabin Personnel holding such positions may be released from their flight duties for all or part of their term of office while being considered permanent employees, with full rights and privileges related thereto.

The Local Union President will provide the Company, in writing, with the names of the officers of the Union to be released from their duties and the periods of time for which these union officers will be released at the Company's expense.

It is understood that these hours, if not used, shall not be cumulative to the following year. It is also understood that these hours shall not be transferable and are to be used exclusively by the Local Union Officers (Local President, Local Vice-Presidents, Local Secretary-Treasurer, Local Trustees).

The Company will absorb up to a maximum of 3500 hours of release for such work.

For the local presidents, it is agreed that remuneration absorbed in this way will be determined according to the hourly rate of the union officer released, plus the Flight Director premium. For other local officers, it is agreed that remuneration absorbed in this way will be determined according to the hourly rate plus the Flight Director premium when released for a full month.

All requests submitted by the 12th of the previous month at 23h59 local time will be granted automatically without restriction. Ad hoc releases will be granted according to operational requirements.

It is understood that a full-time release is valued at 88 hours per month.

5.03.03 Other Flight Releases for Union Representation

The union may request additional flight releases for its officers or for any of its members in addition to the ones specified under 5.03.01 and 5.03.02. It is understood that these releases will be administered by the union and granted at its own expense unless otherwise agreed upon.

All releases must be submitted by the 12th of the previous month at 23:59 local time and will be granted if operational requirements allow. These requests shall not be unreasonably denied.

If, for operational reasons, flight releases as referenced above cannot be approved, or if the release is submitted after the 12th, they will be applied following the publication of the monthly schedules if the member was awarded the associated days off or white days. Days off as per article B6.02 will not be replaced.

It is understood that these releases are for cabin attendants to conduct union business.

All flight releases must be submitted to Inflight Service. At the time the flight releases are submitted, the Union will indicate to the Company which releases will be paid by the Union.

5.03.04 Familiarization Flying

A limit of one member of the Component Executive on a full-time monthly release may request to fly as an extra cabin attendant once a month for a pairing of maximum 2 hotel nights unless otherwise agreed upon. No additional credits will be applied. However the Company will absorb the costs of the hotel and per diems.

5.04 If need be, the above-mentioned union officers, as well as the union representative that has to meet with company representatives, will be entitled to free return transportation on the company's system, subject to availability and in accordance with company regulations as well as any other interline benefits normally accessible to all employees.

5.05 Should a union officer or a committee member be relieved of his duties at the Union's request or in accordance with any other provisions, all flights from which he has been released will be awarded or assigned according to the terms and conditions of the Block Rules.

The Company will absorb the costs relating to the replacement and transportation of members of the union executive (up to a maximum of 6 members) so they can attend the monthly meetings.

It is understood that when preparing for and during negotiations, the Company will cover the costs associated with the release of the Component President, the Component Vice-President and the Component Secretary-Treasurer. These releases shall begin one full month prior to the start of negotiations and shall continue until the end of the month whereby a new collective agreement has been ratified by a membership vote.

It is understood that when preparing for and during negotiations, the Company will absorb the costs of a full-time release for each local union. These releases shall begin one full month prior to the start of negotiations and shall continue until the end of the month whereby a new collective agreement has been ratified by a membership vote.

5.06 The Company will provide bulletin boards or a space to be exclusively used for posting union notices at all home bases of Cabin Personnel.

5.07 The Company agrees to provide the following information to the Component President:

- A monthly list of employees who have terminated their employment;
- A copy of updated seniority lists whenever such are completed;
- A copy of all records of awards and assignments to reassignment, open flying, reserve and drafting for each block month;
- A copy of commission-generating on-board sales reports;
- Base vacancies and awards;
- Copies of all Cabin Attendants' time sheets, sent to each base upon request;

- List of those on inactive status.

The Company agrees to provide the following information to the Component President upon request:

- A list of company resource persons;
- A monthly updated list of Cabin Personnel;
- A monthly list of each Cabin Attendant's monthly flight time as well as the use of reserve duty days on regular blocks;
- A list of the employees language of preference;
- A copy of vacation awards, available online or printed;
- A copy of block awards, monthly, available online or printed;
- Requests for mutual base exchanges;
- A list of employees reassigned due to maternity and duty to accommodate;
- Forecast of crew and Flight Director requirements for each season;
- Specifics of the finances for the Preventive Leave Fund;
- Copy of the final forecast schedule for each season;

Requests for information beyond 3 months may occasionally be required by the union. Such requests will not be unreasonably denied.

5.08 Use of Cabin Personnel's company email addresses and mailboxes/folders by the Union

The Union will be authorized without having to get prior company approval to use Cabin Personnel's company email addresses and mailboxes/folders installed by the Company; however, it is understood and agreed that such use will be limited to CUPE official communications from the Union's local or national executive and not from individuals acting on their own initiative (whether or not they are CUPE officers). The parties mutually agree that any reference to the other party contained in communications distributed through the use of such mailbox facilities should be moderate in tone and factual in content.

ARTICLE 6 OBLIGATIONS OF THE SUCCESSOR AND CHANGE IN OPERATIONS

6.01 In the event that the Company changes ownership, merges with another airline, changes its corporate identity in any way, including the establishment of a subsidiary or by forming a partnership with one or more airlines, or sells or transfers its assets in whole or in part, this Agreement will remain in full force and effect, and the certificate in force at that time and issued by the Canada Industrial Relations Board will not be affected in any way, unless provisions to the contrary are contained in applicable legislation.

6.02 The Union will be notified as soon as the Company decides to:

- operate new aircraft not provided for in this Agreement;
- introduce new or substantially changed customer service;

- operate with modified aircraft;
- Cease operation of an aircraft provided for in this agreement.

The purpose of the above is to initiate and conclude negotiations on salaries, if necessary.

ARTICLE 7 CABIN PERSONNEL CLASSIFICATIONS

General Cabin personnel are responsible for performing all en route passenger cabin service and for performing these duties for the safety, welfare, and comfort of passengers. Each member of the Cabin Personnel falls within one of the following classifications.

The company shall provide a hard copy of the Flight Attendant safety manual (FAM) to all Cabin Attendants who request it. All Cabin Attendants are responsible for ensuring their manual is up to date. All revisions will be provided by the Company.

7.01 Cabin Attendants

7.01.01 Responsibilities

When assigned to a flight, a Cabin Attendant is responsible for the performance of all ground services, in accordance with the terms of Article B.17 and en route passenger cabin services as well as station duties relating to the flight and necessary en route Customs, Immigration and Health procedures. Cabin Attendants shall choose their working position by seniority for each leg of the rotation in a pairing. The Company agrees to consult the Union before making any changes to the duties of Cabin Attendants.

7.01.02 Emergency Procedures

The Company agrees that Cabin Personnel will be evaluated on their knowledge of emergency procedures at the beginning of their duty period, prior to the departure of the first flight leg; however, such evaluation may not be limited to this period alone.

7.01.03 Annual Training

A Cabin Attendant who fails his requalification exams will be released from his responsibilities without pay until he can re-qualify.

A Cabin Attendant will take a new exam within the 72 hours. A Cabin Attendant who has thus been requalified will immediately regain his prior status as well as his Block and the flights marked thereon.

Cabin Attendants will receive 4 additional credits during the month of their annual training as of April 1, 2017. Instructors will receive 4 additional credits for their annual training as of March 2017. This 4 additional credits cannot generate overtime.

7.02 Flight Director

7.02.01. Preamble:

The Flight Director classification comprises all duties defined below.

A Cabin Attendant is considered to be a Flight Director if he holds a position corresponding to one of these 2 statuses, according to the pertinent terms and conditions of Article 11.

On all flights, it is agreed that the Flight Director is in charge of cabin duties.

The results of the current evaluation program are presented to each FD periodically to see whether improvements in their performance are necessary.

On-board sales may be discussed with the Employer.

7.02.02. Responsibilities

The Flight Director agrees to ensure that the flight is operated according to company service standards and, in this capacity, agrees to distribute the work to the rest of the Cabin Personnel and also to ensure that the work is carried out in a professional and disciplined manner. Without limiting the generality of the foregoing, the Flight Director will perform the following responsibilities:

- ensure the safety and comfort of passengers aboard the aircraft;
- check the knowledge of Cabin Personnel by holding a briefing before departure;
- coordinate the in-flight emergency equipment check;
- coordinate and take part in providing all services in their entirety as defined by In-Flight Service;
- ensure that the various legal documents are available and gather pertinent information about the flight;
- ensure that there are sufficient supplies for the various in-flight services;
- liaise between the employees serving at the counter and the flight deck;
- take part in hiring procedures for Cabin Personnel;
- coordinate the activities of Cabin Personnel and may take certain safety measures, as required;
- ensure that the appropriate announcements are made to passengers;
- gather the amounts of money collected in flight, prepare the deposit and fill out related documents;
- give passengers explanations and assistance for conforming to Customs and Immigration procedures;
- fill out legal documents required by government authorities at destinations;
- ensure that the quality of service meets standards set by the Company and that the various standards, guidelines and policies of the Company are known and respected by Cabin Personnel; for this purpose, he

takes part in reviewing Cabin Personnel's performance in keeping with the terms and conditions of Article 29.06

- liaise with the various authorities, the Company and Cabin Personnel when away from home base;
- perform all other related tasks.

ON-GROUND DUTIES

- The FD will not perform any duty normally performed by another group on the ground. Instead, he will extend his customer service duties and ensure that passengers are looked after by agents on the ground.

REWARD PROGRAM

- The FD will have all the tools required to properly use the reward program, for both passengers and crewmembers. The proper use of this program will not lead to disciplinary action.

FLIGHT REPORT-COMMUNICATION-EQUIPMENT

- A more current communication system for transmitting flight documentation will be available to FDs. The communication system chosen will be the property of Air Transat and will only be used for professional purposes.

In carrying out his responsibilities, the Flight Director will not have any disciplinary powers within the meaning of Article 29.

The Company agrees to consult the Union before making any changes to the duties of Flight Directors.

7.02.03. The parties agree not to change the role of the Flight Director.

7.02.04. Training of Flight Directors

- 01.** All Cabin Personnel, appointed to the position of Flight Director, who, after having successfully completed their theoretical training period of a maximum of 18 months will also have to complete a practical training period of 6 full active months. Every complete month of work represents 65 hours or the hours actually worked, whichever is greater. If the Flight Director in training does not complete the current month, the hours recorded are the ones actually worked, or 2 hours and 10 minutes per day on the payroll in this classification, whichever is greater. The Flight Director must be maintained in their position by the company until the end of their probationary period unless it is evident that the individual is not performing successfully.

- 02.** The training program will be determined by the Company.

This practical training, which consists of performing the responsibilities set forth in Article 7.02.02, will start on the date of the employee's appointment to active duty as a Flight Director.

- 03.** The Company agrees to evaluate the Flight Director at least once during this training period in order to give him the support needed to perform the responsibilities related to his new position.

This evaluation covers all aspects of the Flight Director's role, and will be documented. Nothing prevents the Company from carrying out more than one evaluation during that training period.

- 04.** A Flight Director in training whose job ceases for a period of more than 10 consecutive days following a reclassification under Article 17.01.14, a change in classification or any other absence mentioned hereunder will complete his training upon his return to the Flight Director classification.
- 05.** Following the training provided for in Article 7.02.04.01, the Company will decide whether the Flight Director in training has met the requirements of the position. If he has, the Flight Director may fill this position if his seniority so allows. If the Company deems that the candidate has not successfully completed the training, it is obliged to provide that candidate with its reasons, in writing, within 7 days following its decision. This decision may be contested by the Cabin Attendant through the grievance procedure.
- 06.** A Flight Director is not obliged to undergo more than one initial theoretical training period as provided for in Article 7.02.04.01 unless he has not worked as a Flight Director for a period of 2 or more years.

7.03 Flight Director Coach

The Flight Director Coach will oversee Flight Directors in their practical training or not so that the Flight Director concerned can benefit from the necessary support enabling him to meet the standards that have been set. To do so, the Flight Director Coach may evaluate the Flight Director in training and document that evaluation, in keeping with Article 29.06. It is understood that the Flight Director Coach does not have a disciplinary role.

7.03.01 The Company may assign to this position a qualified Flight Director who so volunteers, for a period of three consecutive months. This period may be changed by consent between the Flight Director Coach and the Company.

Should more than one qualified Flight Director volunteer for such an assignment and have the same skills and abilities, the company must take seniority into account for selection purposes.

7.03.02 In carrying out his responsibilities, the Flight Director Coach will not have any disciplinary powers within the meaning of Article 29.

7.03.03 The Flight Director Coach is deemed to be excluded from the crew complement working the flight when he is on duty as a Flight Director Coach.

7.03.04 The Company agrees to provide adequate training to the Flight Director assigned as a Coach before he performs his new responsibilities.

7.03.05 The monthly working hours of the Flight Director Coach will be agreed upon with the Company in such a way that they allow the supervision of Flight Directors in training while respecting the seniority within the group of Flight Director Coaches.

7.03.06 Compensation for a Flight Director Coach will be a minimum of 75 hours per complete month worked as a Flight Director Coach or Flight Director so that he can reach his minimum monthly guarantee.

7.03.07 The Flight Director Coach may also take advantage of Article B8 to increase his flight time.

7.04 Cabin Attendant Instructor/Cabin Safety Training

7.04.01 With the Cabin Attendant's consent, the Company may assign that Cabin Attendant to a position of Instructor/Cabin Safety Training. A Cabin Attendant assigned, in this way, will be paid 88 minimum guaranteed hours per complete month worked, at the hourly rate of his classification including the Flight Director premium. A Cabin Attendant is entitled to 15 days off per month.

7.04.02 For a Cabin Attendant instructor that is full-time released, each day of 8 hours or less duty period is equivalent to 4 credits.

The Cabin Attendant Instructor who works up to 12 consecutive hours will be paid 6 credits.

Following any training day, the Instructor shall be entitled to a minimum rest period of 14 hours.

For blocking purposes only, the duty day of the Cabin Attendant Instructor who teaches for a full-day shall begin 1 hour before the beginning of class and end 15 minutes after the end of class.

7.04.03 The Cabin Attendant Instructor who is released for only part of the same month will be paid a 6 hour credit at his hourly rate, including the Flight Director premium.

7.04.04 The Cabin Attendant Instructor who works more than 160 hours in the same month will be paid at time and a half.

7.04.05 In order to be eligible for the instructor position the candidate must successfully complete an interview and exam. Should more than one qualified Cabin Attendant volunteer for such an assignment and have the same skills and abilities, the company must take seniority into account for selection purposes.

7.04.06 Each Instructor must teach at least 1 annual training course, 1 first aid course and 1 requalification course, every active year on the payroll as an instructor, to remain in his position. However, an instructor who made reasonable efforts to bid in order to obtain assignments as per the above requirement will not be penalized.

7.04.07 To be eligible to teach an initial training session, an instructor must have taught a minimum of 3 annual training courses, 2 requalification courses, and 3 first aid courses in the 12 active months on the payroll as an instructor preceding the initial training course. However, an instructor who made reasonable efforts to bid in order to obtain assignments as per the above requirement will not be penalized.

7.04.08 The probationary period shall be for a duration of 25 training courses provided by the Instructor.

7.04.09 In carrying out his responsibilities, the Cabin Attendant Instructor will not have any disciplinary powers within the meaning of Article 29 of the Collective Agreement.

7.04.10 Full time instructors receive an incentive of 300\$ per month, during which they act as an instructor. This amount will be pro-rated for part-time instructors to 20\$ per day for a maximum of 300\$ per month.

7.04.11 Cabin attendant instructors may be required to perform the following training and tasks:

- Initial training of new Cabin Attendants;
- Annual training for Cabin Attendants;
- RCR-DEA;
- First aid per 2-year period for each Cabin Attendant;
- Training of new FDs;
- CRM training with the Pilots;
- Services training;
- Other commercial training requested by the Company;
- Drafting, translation and creation of training programs.
- In-flight and ground audits
- Cabin checks

The Cabin Attendant Instructor/Cabin Safety Training remains covered by this Agreement with all rights and privileges related thereto.

7.04.12 Bid Process

Instructors released on a full-time basis shall have priority over the available training dates according to their seniority. Extra training dates added during a month shall be assigned first to instructors released on a full-time basis and who have not reached their hourly maximum for that month, and this, in reverse order of seniority.

Subsequently, if the training needs have not been met using the instructors released on a full-time basis, training dates shall be assigned to the other instructors on the list according to their seniority.

An instructor shall be entitled to refuse only 1 assignment per month.

An instructor who has 5 or more vacation days cannot be released full-time.

7.04.13 Draft

When the voluntary monthly releases are not sufficient to meet the training needs, instructors shall be drafted, starting with the instructor having the least seniority. An instructor may not be drafted more than once within the same calendar year unless all

of the instructors on the list have already been drafted. In that event, the same procedure will be followed and instructors may each be drafted again, in reverse order of seniority.

An instructor shall not be considered for drafting if he has a minimum of 5 vacation days during that month. However, in this case, he shall not be considered to have skipped his turn.

7.05 New classification

Should the Company change or combine a classification or create a new classification covered by this Agreement, it will negotiate with the Union the rates of pay that will be balanced with the existing rates of pay for the other classifications.

Should the grievance not be settled, it may be brought to arbitration, in accordance with the terms of this Agreement.

7.06 Crew complement

The crew complement will take into account the cabin personnel/passenger ratio according to current government regulations.

The aircraft complement for a Boeing 757 is:

- 1 Flight Director;
- 5 Flight Attendants.

The aircraft complement for a Boeing 737 is:

- 1 Flight Director;
- 4 Flight Attendants.

The aircraft complement for an Airbus 320 is:

- 1 Flight Director;
- 4 Flight Attendants.

The aircraft complement for an Airbus 330 is:

- 1 Flight Director;
- 9 Flight Attendants.

The aircraft complement for an Airbus 310 is:

- 1 Flight Director;
- 6 Flight Attendants.

The aircraft complement defined above cannot be changed unless by the parties' consent and this notwithstanding the provisions set forth in Article 7.04.09.

Should new types of aircraft be introduced, the parties agree that the crew complement will be decided by both parties.

Should narrow-body aircraft be put into operation (e.g., Airbus 320, Boeing 737), the regular aircraft complement will take into account the Cabin Personnel/passenger ratio, according to current government standards.

ARTICLE 8 HEALTH AND SAFETY

The members of the Union Health and Safety Committee must meet at least 1 day a month without the Company representatives. These days may coincide with the monthly joint Health and Safety Committee meeting. Workplace committee meetings with the company must occur a minimum of 9 times per calendar year.

8.01 Objectives

The union and the company, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the company, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological and social well-being with respect to working conditions for all Cabin Attendants in accordance with Part II of the Canada Labour Code, The Canadian Occupational Health and Safety Regulations, and Aviation Occupational Health and Safety Regulations, and it is further agreed that these statutes form a part of this Collective Agreement. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Article.

The company may not dismiss, intimidate, coerce, suspend or transfer a cabin attendant or practice discrimination or take reprisals against him, or impose any other sanction upon him because he has suffered an employment injury or exercised his rights under this Collective agreement, or any applicable statute.

In order to prevent occupational illnesses and work accidents as well as ensure the health, safety and hygiene of Cabin Personnel at all times during work and on work premises, the Company will take the appropriate precautions.

8.02 Organization and operation of the Workplace and Policy Health & Safety Committees.

8.02.01 Workplace committees

At each base, the employer shall establish a workplace health and safety committee which will consist of 2 union representatives and one Company representative. Any member of the Cabin Personnel may contact one of the union representatives of this Committee.

8.02.02 Policy committee

A Health and Safety Policy committee for Cabin Personnel shall be established in accordance with Section 134.1 of Part II of the Canada Labour Code. A Health and Safety Policy committee for Cabin Personnel shall be established, resourced and maintained by the company. The union committee members will consist of the union co-chair from each base plus a union policy committee co-chair chosen by the Component Executive. The employer shall designate members to sit on the policy committee, and select one to act as the employer co-chair. At no time shall the employer have more members than that of the union.

8.02.03 Duties of Workplace Committees

The duties and responsibilities of the workplace health and safety committee will include:

- consider and expeditiously dispose of health and safety complaints;
- participate in all inquiries, investigations, studies, and inspections pertaining to the health and safety of employees as per the Canada Labour Code;
- on a monthly basis, receive health and safety related complaints, accident and incident reports from the employer as well as investigations relating thereto;
- analyze reports of investigations relating to accidents that have occurred or that may likely occur, examine and recommend remedial and/or preventive action to eliminate any hazards at the source;
- receive, from the Company, health and safety related information and documentation relating to:
 - ways and means of preventing contagious diseases likely to exist in the working environment;
 - corrective/preventive measures related to dangerous working conditions reports submitted by Cabin Personnel with regard to health and safety matters;
 - equipment and protective measures, and participation in evaluating and selecting them;
 - job-related contaminants and hazardous materials;
 - inspection reports from the regulatory authorities, safety officer and Transport Canada; and
 - any information on hazards in the workplace that it may be aware of.
- participate in identifying and assessing the risks related to the work performed by Cabin Personnel.

8.02.04 Duties of Policy Committee

The duties and responsibilities of the policy committee will include:

- participate in the development of health and safety policies and programs;
- participate in the development and monitoring of a program for the prevention of work place hazards, according to regulations, that also provides for the health and safety education of employees;
- participate in inquiries, studies, investigations and inspections as it considers necessary as per the Canada Labour Code;
- deal with matters raised by members and those referred to it by a workplace committee member which, because of their nature, cannot be dealt with by the workplace health and safety committees.
- monitor data on work accidents, injuries and health hazards;
- participate in the development and monitoring of a program, if any, for the provision of personal protective equipment, clothing, devices or materials;

- participate in the planning of the implementation, and in the actual implementation, of changes that may affect health and safety, including work processes and procedures.
- participate in identifying hazards and assessing the risks related to the work performed by Cabin Personnel.

8.02.05 Policy Committee Participation on other Committees

Notwithstanding ARTICLE 27, the following committees will have a health and safety policy committee member attend meetings when necessary:

- Service Committee
- Crew meal Committee
- Uniform Committee

In the event that another committee requires the presence of a health and safety representative at their meeting, such request will be made to the Company and shall not be unreasonably denied. The employer shall provide the time to the policy committee member to attend the above stated committees, and this time shall not be counted against any bank of time provided to perform health and safety duties.

8.02.06 Committee Guest

The co-chairs of the committees shall be able to invite external guests providing they provide notice to the other co-chair.

8.02.07 Documentation

The Company will make the following documents available to policy and relevant workplace Committee members:

- a copy of accident, incident, investigation reports given to the relevant compensation board or authority on a monthly basis;
- up-to-date statistics on work related accidents (frequency/type/seriousness indexes);
- inspection reports from a regulatory authority;
- a copy of guidelines issued on health/safety and hygiene for Cabin Personnel;
- statistics on the results of any study of an epidemiological nature that the Company has commissioned;
- all legal or technical documents that pertain to the Committee's purposes;
- the amount of contributions made to the relevant compensation board or authority;
- in addition, the Company will notify the relevant workplace committee union Co-chair and policy committee union co-chair as soon as a Cabin Attendant exercises his right to refuse unsafe work or as soon as a major work accident has occurred;

The committee members of any of the health and safety committees may request from the Company any information that it considers necessary to identify existing or potential

hazards in the work place. It shall have full access to all government and employer reports, studies and tests relating to the health and safety of employees.

For clarity, the policy committee shall have full access to all of the government and employer reports, studies and tests relating to the health and safety of employees in the work place, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person except with the person's consent.

8.02.08 Committee Release and compensation

It is understood that Committee members require adequate time to fulfill their duties as per this collective agreement and Part II of the Canada Labour Code. Therefore, when additional hours are required, the Company will not unreasonably deny members the time required.

Each day of release to complete duties under this article will be valued at 4 credits.

a) Workplace committee

Cabin Attendant representatives who are members of the Health and Safety Committee, defined in Article 8.02.01 will be released for each workplace committee meetings for a total of 12 hours: 2 days of 6 hours each. (SSTS)

The employer will provide the workplace health and safety committees an additional shared annual bank of 432 hours to perform the work of the health and safety committees provided by, and in accordance with the description of this part. All blocking requests submitted by the 12th of the previous month at 23:59 local time will be granted automatically without restriction. The employer may request the list of the task that will be done on a release day. Each day of release will be valued at 4 flight credits (SST).

b) Policy committee

Cabin Attendant representatives who are members of the Health and Safety Committee, defined in Article 8.02.02 will be released for each policy committee for a total of 12 hours as follows: 2 days at 6 hours each (SSTS). The company will absorb all associated costs pertaining to transportation, hotel accommodation, and per diem for meetings. All preparation meetings will be held in the city of which the Health and Safety policy committee meeting is being held.

The employer will provide the chair of the policy committee or his designate an additional annual bank of 288 hours to perform the work of the health and safety committees provided by, and in accordance with the description of this part. All blocking requests submitted by the 12th of the previous month at 23:59 local time will be granted automatically without restriction. No transportation, hotel accommodation nor per diem will be granted.

c) Ad hoc additional release

Ad hoc additional release will be provided for when an irregular activity occurs, including accompanying the regulatory authority's safety officer during an investigation or when performing an investigation as required when a cabin attendant exercises his right to refuse unsafe work. A minimum of 4 credits will be applied to

the committee members' block for work falling under this article. The committee member shall not suffer from a loss of pay for performing ad hoc duties and a technical reassignment will be applied to their schedule for any interruptions in scheduled blocks that result from the work under this article.

Granting of time to perform the regular duties of the committees will not result in payment of overtime to those Cabin Attendants.

The location of the work performed by committee members shall be chosen by the committee members, but that location shall not prevent nor impede meeting between the health and safety committee members and the employer.

8.02.09 Health and Safety Training

Every two years, during annual training, a training course chosen by the policy committee, will be offered to all Cabin Personnel and paid for by the Company.

The Company agrees to release the health and safety committee members, without loss of pay, for a maximum of 3 days to attend their initial health and safety training. This training and the conditions relating thereto are available only for a full two year term of office for each position.

The Company agrees to release the health and safety committee members every 2 years for a maximum of 2 days to attend a joint health and safety workshop without loss of pay. The releases for these training workshops will not be withdrawn from the health and safety committee bank.

8.02.10 Committee Minutes

A draft of the minutes shall be provided no later than 15 days after a meeting has been held.

Action items agreed to, or requested by the union within the minutes will clearly identify the party responsible for completing that action item, and timeframe for the expected completion of the action.

8.03 Obligations

8.03.01 The Company will not require its Cabin Personnel to take part in searches aboard aircraft or on work premises at the time of a bomb scare nor on the ground, in the event of a suspicious parcel or unidentified baggage.

Nevertheless, the obligations stipulated in the Cabin Personnel's Procedures Manual apply to in-flight situations.

8.03.02 As soon as it is informed, the Company (Captain) will notify Cabin Personnel of any of the above-mentioned incidents. In addition, the health and safety policy committee co-chair and the Component President (or their designates) will be promptly advised.

8.03.03 Cabin Personnel will not be called upon to operate an aircraft subject to an incident mentioned above in Articles 8.03.01 and 8.03.02, before the appropriate authorities have ruled out any possibility of danger.

8.03.04 The Company will provide Cabin Personnel, free of charge, with any equipment and protective measures against illness and hazards to which they may be exposed in their work, all in accordance with the Committee's recommendations.

8.03.05 The Company shall notify the Policy committee co-chair or his designate as soon as it becomes aware that a Cabin Attendant has been in contact with an infectious disease. The Company will also notify the Cabin Personnel operating a flight whether there is a possibility of coming into contact with a contagious person.

8.04 Rehabilitation program

A Cabin Attendant who, following a work accident or an occupational illness, is given a temporary assignment or benefits from a rehabilitation program, as defined by the Act respecting industrial accidents and occupational diseases, may be offered duties that are compatible with the Cabin Attendant's medical condition, either within or outside the scope of the certification unit.

In this assignment process, the Company will try and take the Cabin Attendant's training and experience into consideration, as well as the expected duration of such assignment.

In such cases, the Cabin Attendant concerned will comply with the work schedule of the assigned job, if assigned outside the scope of the certification unit unless the restrictions, according to the medical certificate from the Cabin Attendant's disability, necessitate the Company to accommodate him.

The Cabin Attendant will maintain his participation in the Employee Benefits Plan as outlined in Article 32 and the Travel Benefits Plan outlined in Article 35 of the collective agreement.

8.05 Permanent Reassignment

When possible, the Company will try to reinstate in the Company any Cabin Attendant who can no longer perform his duties. Should the company not have an alternate assignment to offer a cabin attendant, he will be considered on a priority list for any available position if he applies.

8.06 List of Cabin Attendant workplace injuries

Every month, the employer shall automatically provide a list of Cabin Personnel injured at work, a copy of their completed injury report, as well as their temporary assignment (if relevant) to the relevant workplace committee co-chair.

8.07 Critical incident on board aircraft

Critical incident is a term used to describe an abnormal, shocking, or traumatic event.

The company shall, in consultation with the Health and Safety policy committee develop a critical incident stress policy that states "critical incidents and critical incident stress are health and safety hazards and that all steps reasonable, should be taken to prevent further injury from their occurrence". This policy shall include a procedure to prevent critical incident stress and related mental injuries that follows the principles described in APPENDIX I.

When a critical incident occurs on board a flight, the Cabin Attendant, shall be provided with a debriefing as soon as possible. If the debriefing cannot be completed in person, one shall be done by phone. The Company shall, when feasible, provide the time and

resources to a health and safety committee member to attend the debriefing. Following a debriefing, the affected Cabin Attendants will be offered a rest period greater than his legal rest before returning to his regular work. Before returning to work, the affected Cabin Personnel may speak to a trained member of a Health and Safety Committee.

8.07.01 Training

Members of the workplace and policy committees will be provided training at the employer's expense for dealing with critical incidents and the resultant potential mental injuries. This training will be jointly agreed upon by the employer and the union members of the policy committee. The training shall include procedures for defusing and external support reference skills.

8.08 Quality and Safety Management System and Quality and Safety Management Committee (QSMS and QSMC)

The Company and Union commit to abide by the regulations established in the Quality and Safety Program.

No part of the QSMS shall supersede the requirements or obligation of the Canada Labour Code, or related regulations.

The union shall appoint one person to sit on the QSMC to attend the quarterly meeting.

The Union shall be invited to participate in QSMS investigations when relevant to the Cabin Attendant group.

ARTICLE 9 PROBATIONARY PERIOD

9.01. All new Cabin Personnel will be on probation for 6 months from the date of their assignment to active duty as a Flight Attendant.

A Cabin Attendant's probationary period starts on his first flight or on the first day of his pairing.

9.02. A Cabin Attendant on probation whose employment is terminated for more than 10 consecutive days due to a layoff, work accident, illness or any other absence allowed hereunder, must complete his probationary period upon his return to work.

9.03. Cabin Personnel will not be required to undergo more than one probationary period.

ARTICLE 10 SENIORITY

10.01 A Cabin Attendant will receive his seniority standing on the day that he completes his training, and this number will be retroactive to the date the Cabin Attendant was hired.

If the seniority date of 2 or more Cabin Attendants is the same, their order of seniority will be determined based on their average mark during initial training. If 2 Cabin Attendants have the same mark, their seniority will be determined by drawing lots.

10.01.01 Recognition of seniority - Flight Director

Seniority in the group of Flight Directors has already been established and accepted by the Company and the Union. All new Flight Directors will be added according to their Company seniority standing.

10.01.02 Recognition of seniority - Cabin Attendant Instructor

The seniority list of the Cabin Attendant instructor has been recognized and accepted by both the Company and Union. All new Cabin Attendant instructors will integrate the seniority list as per their Company seniority.

10.02 The Company will prepare and post a seniority list and a list of probationary Cabin Personnel within 30 days after signing this Agreement. These seniority lists and those of probationary Cabin Personnel will be updated and posted twice a year (December 1 and June 1) and a copy will be given to the Union. Each Cabin Attendant will have the right to contest under the terms set forth under Article 28, any omission or error relating to his order of seniority. If, at the time of posting, the Cabin Attendant is on vacation, on leave of absence without pay, away from his home base or on sick leave, or on maternity he or she may contest upon his return to work, in accordance with the terms set forth under Article 28.

10.03 A Cabin Attendant will lose all his seniority and his employment will be terminated if:

- a) he voluntarily terminates his employment within the Company;
- b) his discharge has been upheld;
- c) following a layoff, he has not been recalled to work within 60 months;
- d) if he does not report to work at the end of leave of absence without pay, except in the case of illness or other legitimate reasons.

10.04 Scope of the Collective Agreement

This Collective Agreement is applicable to Air Transat Cabin Personnel (Flight Attendants and Flight Directors) as well as cabin personnel assigned as Cabin Attendant Instructors.

10.05 Transfer outside the scope of the bargaining unit

10.05.01 A Cabin Attendant may accept a transfer or a promotion to a position outside the scope of the bargaining unit under the following conditions only.

a) To temporarily replace a position-holder:

Will maintain and accrue his seniority for years of service and classification for a total of 12 months. Cabin Attendants performing such replacements outside the scope of the bargaining unit will be unconditionally extended until such time that they acquire a permanent full-time position. The parties can agree to extend the duration of the replacement.

b) To cover a temporary increase in workload:

Will maintain and accrue his seniority for years of service and classification for a total of 365 days during the term of this agreement. Will be removed from the

seniority list on the 366th day of assignment during the term of this agreement.
The parties can agree to extend the duration of the temporary assignment.

It is understood that the calculation of the 365 days will start on the signature of the collective agreement.

c) Transferred or promoted to a permanent full time position:

Will maintain and accrue his seniority for years of service and classification for a period of 12 months from the date transfer or promotion, except for periods of absence due to illness, injury or maternity leave. At the end of this period, the name of that cabin attendant will be removed from the seniority list.

10.05.02 Moreover, a Cabin Attendant concerned by this clause will pay union dues. If he refuses to do so, he will lose his seniority rights. This clause does not apply if the Cabin Attendant concerned pays union dues to another union unit during the period of reference, notwithstanding Article 4.01.

10.05.03 Furthermore, a Cabin Attendant outside the scope of the unit but who pays union dues will respect the Union's Constitution.

10.05.04 When a Cabin Attendant is transferred to a ground position within the Company following disability resulting from illness or injury or is on leave of absence without pay due to this illness or injury, he will continue to accrue his seniority for this period of illness or injury until he can resume active duty or until he is declared definitely unfit to perform his work.

10.06 A Cabin Attendant may refuse any temporary or permanent assignment outside the scope of the bargaining unit.

10.07 The Company will provide to the union the list of cabin attendants assigned outside the scope of the bargaining unit and the terms of such assignments, upon request.

ARTICLE 11 FILLING VACANCIES

11.01 Job posting bulletin

As soon as a vacancy arises, the Company will post a separate bulletin at all bases for each position, indicating;

- 1) classification and/or status;
- 2) position to be filled;
- 3) base;
- 4) scheduled effective date of position;
- 5) whether the vacancy is permanent or temporary;
- 6) duration of assignment.

A copy of this bulletin will be sent to the Union at the time of posting.

11.02 Procedure

All Cabin Personnel who want to hold a posted position will submit their application in writing, including Cabin Personnel who already hold such a position and want to be transferred to another home base.

11.03 Posting period

The posting and application period for job vacancies will be 14 consecutive days. Vacancies will be communicated electronically both on Intranet and by email to each Cabin Attendant. It is the responsibility of the Cabin Attendant to consult their email for this information.

11.04 Procedure for absent Cabin Personnel

All Cabin Personnel who are absent will provide the Company with their addresses and phone numbers. Vacancies will be communicated to absent Cabin Personnel electronically.

11.05 The Company will give the Union a list of applicants for posted positions.

11.06 Seasonal bases

11.06.01 The vacation of a Cabin Attendant assigned to a seasonal base will be the same as that provided for under article 15.

In general, no shared block, mini-blocks and/or leave of absence without pay may be granted to a Cabin Attendant assigned to a seasonal base.

Moreover, the Company will provide for a sufficient number of reserves to meet aircraft complement requirements at seasonal bases.

11.06.02 The Union will be notified if any new bases are opened, regardless of their status, at least 60 days before the start of the operation in accordance with the terms set forth under 11.01 and 11.03.

Within 15 days of the notice served above under Article 11.06.02 the parties will discuss any additional allowances for travel, moving or other services to be made available to Cabin Personnel for their transfers.

11.06.03. Rules for granting transfers

- a) Transfers will be granted by order of seniority, in each classification, while complying with the language qualification requirements relating to official languages.
- b) 45 calendar days before the date set for opening the base, the Cabin Attendant concerned will give confirmation in writing to the Planning Department (Senior Planner / Crew Requirements) of his intention to transfer, if his seniority allows him to do so.
- c) Then, the Cabin Attendant who has confirmed his intention to transfer and who obtains the position will be notified between the 45th and the 30th day before the start of the assignment.

- d) The Cabin Attendant will have 24 hours from this transfer notice to change his decision either in writing or by speaking to the Planning Department (Senior Planner / Crew Requirements). Once this time limit has expired, the Cabin Attendant will report to his new home base on the scheduled date.
- e) The above-mentioned time limits apply when the Cabin Attendant is at his home base or has to be contacted at his destination, if he is on a layover.
- f) Once the seasonal base is closed, the Flight Director will return to the permanent base to which he was previously assigned in order to be reinstated in his company seniority standing within his higher classification.
- g) The Cabin Attendant assigned to a seasonal base will be relieved of his duties for 3 consecutive days (or 5 consecutive days if the new home base is more than 500 kilometers away from his home base), without losing any pay, so that he can find a place to live and move there. Similarly, when these bases are closed, the Cabin Attendant will have 3 consecutive days (or 5 consecutive days if this base is more than 500 kilometers away from his home base) without loss of pay, to go to his new home base.
- h) In the case of a seasonal base, the transfer and bumping procedures will be the same as those specified in article 10, ARTICLE 11 and ARTICLE 12.

11.07 For a seasonal base, when a new base opens or during a seasonal bump (Article 12.11) the Cabin Attendant will benefit from the following allowances:

- a) Round-trip air transportation with a confirmed ticket, or a refund, at the company rate (minimum 0.25\$ per km, round-trip) if he uses his personal vehicle to go to his new base, up to a maximum of 500 km there and 500 km back.
- b) A travel allowance of 400\$.
- c) Free cargo transportation of his personal belongings, without any weight limit.
- d) The Company insures the Cabin Attendant's belongings when transporting them on Air Transat flights.

11.08 Mutual base exchange

11.08.01 Two Cabin Personnel or more may exchange bases, taking into account their seniority and language qualifications needed at each base, even though there are no vacancies at the base during that period.

11.08.02 Cabin Personnel wishing to exchange bases must fill out the appropriate form available in the crew room and send it via email to the Planning Department (Senior Planner / Crew Requirements) not later than the 1st of the preceding month.

11.08.03 In the case of more than one Cabin Attendant wanting to exchange bases with another Cabin Attendant, the most senior Cabin Attendant will take priority.

11.08.04 Cabin Personnel may remove their request at any time by fax or email or by sending a registered letter advising the Planning Department (Senior Planner / Crew Requirements) by the 12th of each month.

11.08.05 The requests for a base exchange shall be kept by the Company until December 31 of that year.

11.08.06 Cabin Personnel who are offered a mutual base exchange have 48 hours upon receipt of the offer, which will be in writing, to give the Company his answer in writing.

11.08.07 Cabin Personnel cannot change his answer once it has been given except by mutual agreement between the Company and the Cabin Personnel involved.

11.08.08 Cabin Personnel granted a mutual base exchange shall have up to 15 days off without pay to move to/from the new base, unless it has been mutually agreed otherwise by the Company and the Union.

11.08.09 A mutual base exchange shall not create or fill a vacancy at a base.

NOTE: A Cabin Attendant who wishes a mutual base exchange and the exchange is done in a different classification, the Cabin Attendant may exchange with a Cabin Attendant in a lower classification. In this case, a Flight Director will be placed at the bottom of the Flight Director waiting list of his new base. Once integrated into the Flight Director list, he will be reinstated in his company seniority standing in his classification.

Should he have completed 36 months in service as Flight Director in the past 60 months he will be considered permanent Flight Director.

11.09 Filling Flight Director Positions

Every year, on August 22, the Company will post the available positions of Flight Director planned for all its annual operations (permanent and seasonal bases) in order to carry out the bids on November 1 of each year.

In order to fill the Flight Director positions that are available, the Cabin Attendants on the promotion list will be given priority consideration, according to their seniority within the year of promotion. If there are any Flight Director positions still available, the Flight Attendants bidding for them will be selected according to their seniority.

In order to fill the Flight Director positions, only seniority will be taken into consideration, provided that the candidates have a working knowledge of the official languages of Canada.

A candidate for a position as Flight Director agrees to remain in that position for an initial period of 36 months, from November 1st of the first year until October 31st of the last year. During this 36-month period, the Flight Director premium will be paid only when acting as a Flight Director. These new candidates will be upgraded to act as Flight Director when required and will be considered Initial Flight Directors. Upon the completion of the 36-month period, the Flight Director premium will be maintained as long as the Cabin Attendant remains in the classification, at which time he will be considered a Permanent Flight Director.

The Flight Director may choose an assignment at another permanent base if he so wishes. In this case, he will have priority over any new candidates. However, he is

subject to the same restrictions as those specified in 11.16. A Flight Director will be placed at the bottom of the Flight Director waiting list of his base. Once integrated into the Flight Director list, he will be reinstated in his company seniority standing in his classification.

TRANSITION MEASURES

Permanent Flight Directors:

- 01.** It is understood that as of August 31, 2016, Cabin Attendants who are active in the Flight Director classification will need 12 months of active service in this classification to be considered permanent Flight Director and each month of activity in the Flight Director classification in the last 60 months will count towards achieving this status.
- 02.** It is understood that as of August 31, 2016, Cabin Attendants who have been active in the Flight Director classification less than 36 months out of the last 60 months but have been on the Flight Director list for more than 36 months will be considered Permanent Flight Directors.
- 03.** It is understood that all Cabin Attendants on the Flight Director waiting list for 36 months and more as of August 31, 2016 will be considered Permanent Flight Director.

Initial Flights Directors:

- 01.** It is understood that as of August 31, 2016, Cabin Attendants who are active in the Flight Director classification but have less than 12 months of active service in this classification to be considered initial flight director.
- 02.** It is understood that all Cabin Attendants on the Flight Director waiting list for less than 36 months as of August 31, 2016 will be considered Initial Flight Director.

It is understood that at the first Flight Director posting following the ratification of the collective agreement, a surplus of manpower will be posted in order to accommodate flexibility and PMC requests within the Flight Director classification.

11.10 Permanent Flight Director

11.10.01 Completion of the 36-month Initial Period

It is understood that a Flight Director must complete a 36 month period in order for the following to apply:

On July 12 of each year, the Company will send a form to all Permanent Flight Directors, with the following options:

- a) renew a 1-year term as per article (11.10.02)
- b) notify the Company of his 1- year voluntary downgrade; or
- c) renounce his position as Flight Director.

The Flight Director will fill out the form and return it to the Company no later than August 12.

Flight Directors who fail to return the form to the Company by the deadline will be considered to have renewed their classification for one year.

11.10.02 Completion of 1-year term

On July 12, the Company will send a form to all Flight Directors concerned, with the following options:

- a) renew a 1-year term as per article;
- b) notify the Company of his 1-year voluntary downgrade; or
- c) renounce his position as Flight Director.

The Flight Director will fill out the form and return it to the Company no later than August 12.

Flight Director who fails to return the form to the Company by the deadline will be considered to have renewed his classification for one year.

11.10.03 Completion of 1-year voluntary downgrade

On July 12, the Company will send a form to all Flight Directors concerned, with the following options:

- a) renew a 1-year term as per article (11.10.02)
- b) renounce his position as Flight Director.

The Flight Director will fill out the form and return it to the Company no later than August 12.

Flight Director who fails to return the form to the Company by the deadline will be considered to have renewed his classification for one year.

11.11 Initial Flight Director

The Flight Director who worked less than 36 months in the Flight Director classification

11.12 Renouncement of Flight Director Position

The Cabin Attendant who renounces his position as a Flight Director will be reinstated as a Flight Attendant in his seniority standing. He may reapply for a future Flight Director position, as per the conditions stipulated in Article 11.09.

11.13 Resignation

A Flight Director who is unable to fulfill his duties, for exceptional reasons, shall submit a request to be permanently demoted to the position of Flight Attendant to the In-Flight Service Department, by e-mail by the 9th of the previous month at 23:59 local time.

11.14 Exceptional Staffing Reduction

In the event of a force majeure resulting in a significant decrease in manpower, the Company reserves the right to involuntarily downgrade Flight Directors to the position of Flight Attendant in the following order:

- Initial Flight Directors in reverse order of seniority

- Permanent Flight Directors in reverse order of seniority.

In such a case, the Flight Director premium will not be applicable (Article 24.02).

They will be reinstated into the Flight Director position once the staffing requirements permit. Such reinstatements will be carried out by order of seniority. When all Cabin Attendants on an involuntary downgrade list are reinstated and positions are still vacant, the Company will proceed with a posting according to the terms and conditions set forth in Article 11.09 or 11.16, as the case may be.

11.15 Training

The company reserves the right to give the Flight Director additional training if it deems it appropriate.

Only a Cabin Attendant whose name has never been marked on the annual Flight Director list will be subject to the appointment procedure in accordance with the criteria specified in Article 11.09.

Furthermore, any new Cabin Attendant appointed to the position of Flight Director will complete his training period as defined in Article 7.02.04.

11.16 Posting during the year for additional unforeseen needs

If required, the Company may post for additional positions at other times during the year.

During the period between November 1 and October 31, if one or more Flight Directors are appointed to fill additional unforeseen needs, their names will be added to the end of the list established on November 1 of the previous year until a new posting is published.

A Cabin Attendant shall be integrated by seniority into the Flight Director classification when those on the waiting list have been promoted and are active within the Flight Director classification.

11.17 Draft to Flight Director Classification

If, at one of the operations' bases, the number of candidates for the Flight Director position is insufficient, the Company may assign Flight Attendants from that base, in reverse order of seniority, to a Flight Director position at that base, until October 31st, if those Flight Attendants have a minimum of 1 year of active flying, and as long as they have a working knowledge of the official languages of Canada. Cabin Attendants drafted as per this article will receive the Flight Director premium for all hours related to Flight Director training.

However, such assignments will be cancelled as soon as the number of Flight Directors is reached 1 for 1 after allowing all monthly downgrade requests under Article 11.18

11.17.01 If a Cabin Attendant who is drafted to the list of Flight Directors chooses to remain on the list as an Initial Flight Director, he may do so at any time. He will notify the Company by the 12th of the previous month. From that point on, the Cabin Attendant will no longer be considered a draft and he will take his seniority standing.

They will benefit from the same training specified in Article 7.02.04.

11.17.02 Drafted Flight Directors can decide to become Initial Flight Directors as per Article 11.17.01. However, they must remain in that classification as per Article 11.17 above.

11.18 Monthly Downgrade Requests

11.18.01 The Flight Director who makes a request to downgrade, must do so without any restrictions (ex. If on reserve, if a more senior downgrades etc.), as they will not be considered.

11.18.02 Requests for monthly downgrades must be sent to the Planning Department (Senior Planner / Crew Requirements) no later than the 9th of the month prior to the month for which the downgrade is requested.

11.19 Monthly Staffing: Flight Director Classification

In months where there is a surplus of Flight Directors, a Permanent or Initial Flight Director may request a voluntary downgrade. These requests will be considered in the following sequence:

- a) Requests for leaves of absence, shared blocks, mini-blocks and vacation sent before the 12th of the previous month will be considered by seniority.
- b) Monthly Downgrades: A Permanent or Initial Flight Director who request a monthly downgrade before the 9th of the previous month. These requests shall be granted by seniority. A Flight Director who requests this downgrade will not receive the Flight Director premium. These monthly downgrades shall be limited to a total of 4 per year.
- c) Initial Flight Directors will be downgraded in reverse order of seniority to the Flight Attendant classification without application of the Flight Director premium. By the 15th of the month, they will be notified of the possibility that their status for the following month may be either Flight Director or Flight Attendant depending on operational needs. The final status will be confirmed by the 20th of the previous month. This is done as a courtesy to allow them to bid accordingly.
- d) Rotational Monthly Downgrades: Flight Directors may also request a monthly downgrade on a rotational basis. These requests will be granted by seniority. A Flight Director who does not request this type of downgrade will forfeit his turn. The Flight Director who is downgraded in this manner will maintain the Flight Director premium.

ARTICLE 12 LAYOFF AND RECALL

12.01 The Company and the Union will meet when data is readily available whereby the Company will advise the Union of their forecasted layoff number. Should any changes arise after this day, the Union will be notified as soon as revised data is available.

Prior to any layoff, the Company will post a bulletin in order to offer leaves of absence without pay to an equivalent number of Cabin Personnel.

Before resorting to layoffs, the Company will notify the Union 30 days in advance in order to give the parties an opportunity to find ways and means of preventing the layoffs or of minimizing the adverse effects. The Company and the Component Executive will meet in order to find appropriate alternatives and incentives that could be offered to Cabin Personnel. The parties may invite a guest.

Such methods of preventing layoffs shall include but not be limited to:

- mini-blocks;
- reserve mini-blocks;
- personal leave of absence without pay;
- Monthly week of absence without pay;
- educational leave of absence without pay;
- change of vacation on a voluntary basis to the time of the lay off.

Other methods of providing incentives will be discussed by both parties. Those methods shall include, but not be limited to:

- Tuition reimbursement enhancements;
- Paid benefits during a personal leave of absence without pay;
- Blue Pass privileges.

Furthermore, during peak seasons, the Company may offer by seniority, to a maximum of 15 cabin personnel from a base where layoffs are expected, to be assigned to another base as determined by the Employer for a period of 4 months. The Company, in addition to the benefits provided in article 11.07, pays a monthly allowance in the amount of 750.00\$ to the cabin personnel agreeing to such an offer. The cabin personnel agreeing to such an offer must complete the assignment. The cabin personnel may take up to a maximum of one week off during this period subject to management's authorization and only if it does not prevent another cabin personnel from that same base to take days off. These reassignments are offered twice yearly to the flight attendant classification only. The number of cabin personnel that may be assigned may be revised by mutual agreement September 1 of each year.

As to the application of preventive methods provided in the collective agreement, the Company, on a monthly basis, before proceeding with layoffs, offers them in bases where layoffs have occurred to affect cabin personnel. The number of mini-blocks leaves of absence without pay for personal reasons or study leaves and the voluntary transfers of annual vacations authorized by the Employer to cabin personnel in bases not affected by layoffs cannot exceed the following:

- The equivalent of 25 cabin personnel if only one base is affected by a layoff;
- The equivalent of 30 cabin personnel if more than one base is affected by layoff.

12.02 Cabin Personnel and the Union will be given prior written notice of at least 15 days with regard to all layoffs.

If such advance notice cannot be given, compensation equivalent to the number of days (weeks) that the notice is short will be granted to the laid off Cabin Attendant. Such compensation will be equivalent to 4 hours of flight time per day thus missing.

12.03 Layoff notices will be communicated by phone and email. The date of receipt of the e-mail message used to calculate the period of advance notification shall be considered to be 2 days after the e-mailing date.

12.04 Bumping

Should there be a reduction of Cabin Personnel, Cabin Personnel will be subject to layoffs in reverse order of seniority, i.e., the Cabin Attendant with the least seniority will be affected first.

A laid off Cabin Attendant may bump one with less seniority in a lower classification.

Each Cabin Attendant bumped in this way may exercise his seniority rights as described in this paragraph, provided that there is a Cabin Attendant who has less seniority than he has.

Only a Cabin Attendant in a Flight Attendant classification may exercise his bumping privileges at another base for the sole purpose of retaining his job.

A laid off Cabin Attendant will inform Planning Department (Senior Planner / Crew Requirements) of his decision in writing within 72 hours from the date of receipt by registered mail of his layoff notice.

A Cabin Attendant who exercises his bumping privileges is considered to be active at his temporary base after having completed the pairings (and/or reserve days) scheduled on his block awarded and worked at his home base.

Furthermore, the Company will allocate the period of time referred to in Article 11.06.03 g) to reach his temporary base and will facilitate the transportation of the Cabin Attendant exercising his bumping privileges.

12.05 Recalls to work will be carried out in reverse order of layoffs or bumping. The Company will notify the laid off Cabin Attendant, according to his seniority standing, of any recall, even in the case of recall at a base other than the one where he is normally assigned; moreover, it is agreed that a Cabin Attendant may refuse recall to another base, without prejudice to his subsequent recall rights.

12.06 Recall notices will be sent to Cabin Attendants in writing by registered mail at their last known address, at least 14 days in advance. On receiving such notice, which shall be considered to be 2 days after the mailing date, a Cabin Attendant will have 7 days to notify the Company of his intention to return to work.

It is the Cabin Attendant's responsibility to promptly send the Company written notification of any change of address.

12.07 A Cabin Attendant may, within the time limits stipulated in Article 12.06 , agree to return to work or remain on the layoff list, on a voluntary basis only.

A Cabin Attendant will be recalled in order of seniority. Should he refuse his recall, he will not get a second recall option until all other Cabin Attendants junior to him have first been given a recall option. The most junior Cabin Attendant cannot refuse recall as required.

All pending PMC requests for recalled Cabin Attendants will be considered and treated accordingly.

If, under exceptional circumstances, the Company needs additional Cabin Personnel for a maximum period of 14 days and it cannot respect the time limits stipulated in Article 12.06, it may recall Cabin Attendants, with the Union's consent, in reverse order of layoffs; however, no penalty may be claimed by a Cabin Attendant who could not be reached on the first telephone call or who was not willing to perform such work.

12.08 Recall rights will terminate 60 months after the date of layoff, in accordance with Article 10.03 c).

12.09 A Cabin Attendant notified of an assignment of less than 31 days may refuse recall. A laid off Cabin Attendant who refuses an assignment of less than 31 days will remain on the layoff list according to his seniority.

12.10 Inasmuch as the terms of Article 12.06 have been followed, a Cabin Attendant who is laid off will be considered to have resigned from the Company in the following cases:

- He fails to accept or respond to notice of an assignment of 31 days and over at his home base.
- He fails to report for work on the date scheduled as mentioned on his recall notification, as stipulated in Article 12.06 without reasonable justification.

12.11. Days off

Under the terms of Article B6.02 or B9.03.01 a Cabin Attendant who is laid off or recalled to work will be granted a number of days off prorated according to the number of days when his name was on the payroll.

12.12 For insurance purposes, a Cabin Attendant laid off for a specified period of over 31 days cannot continue to benefit from the insurance plan, starting from the very beginning of his layoff period.

ARTICLE 13 LEAVE OF ABSENCE WITHOUT PAY

13.01 Personal leave

Cabin Attendant who has completed his probationary period may submit a written request for a personal leave up to one month. The leave will be granted if operational requirements allow. These requests shall not be unreasonably denied.

13.02 Educational leave

A Cabin Attendant may submit a written request for an educational leave up to a maximum of 12 months. The cabin attendant must submit their proof of registration to an educational institution accredited by the provincial Ministry of Education or an out-of-country academic institution. If the proof is not received before the beginning of the leave, the cabin attendant will be returned to active duty and assigned a reserve block. It is understood that leaves will be granted only if operational requirements allow. These requests shall not be unreasonably denied.

13.03 When a Cabin Attendant cannot give such advance notice, he may make a special request, which will be examined by the Company according to the urgency of the situation and the possibility of replacing him on short notice.

13.04 Union leave to perform full time duties as an elected union officer

13.04.01 The Company will grant a union leave of absence without pay for the duration of the term in union office to any employee duly elected to serve as one of the full time Union Division/National officers. An employee on such union leave shall have the right to return to duty at any time prior to or upon the expiration of his term of office subject to advance notification to the Company before the 12th of the preceding month or at the latest 14 days before his return to duty.

13.04.02 Such leave of absence shall be extended should the employee be subsequently re-elected.

13.05 Leave to perform full time duties as union staff/union position

13.05.01 The Company will grant a union leave of absence without pay to any employee who is hired by the Union. Such leave shall be for 2 years and shall be extended upon request. An employee on such union leave shall have the right to return to duty upon 30 days notification.

13.05.02 An employee on union leave as per Articles 13.04.and 13.05 shall retain and accrue his seniority rights, and his travel pass benefits as stipulated under article 35.

13.05.03 An employee on union leave as per Articles 13.04.and 13.05 shall have the right to remain on the Company's benefit plan. In this case, the Union shall pay the Company's portion of the cost related to maintaining any benefit for the employee.

13.05.04 All requests for union leave for Union Division/National officers and staff other than full time shall be granted without restriction.

13.06 Leave without pay to hold public office

13.06.01 A Cabin Attendant who has completed his probationary period and is running for public office may, upon written request, be granted a leave without pay starting the month preceding the date of election.

13.06.02 If the Cabin Attendant is elected to office, he shall be entitled to a leave without pay for the term of his mandate, if this mandate requires him to be available on a full-time basis. Upon completion of his mandate, the employee shall advise the employer at least thirty (30) days in advance of his intention to return to work. If the mandate is extended, the employee's position shall be considered vacant. However, his seniority and employment relationship shall be maintained until the end of his second mandate.

13.06.03 If the Cabin Attendant is not elected, he must return to his duties within 14 days following the date of the election.

13.07 Compassionate Leave without Pay

Employees are entitled to compassionate care leave to provide care and support to a gravely ill family member as per the Federal labour standards.

Eligible Cabin Personnel can apply for Compassionate Care Benefits provided by Employment Insurance.

13.08 Flexible Days

A Cabin Attendant can submit a request for a leave of absence without pay to the crew scheduling supervisor at least 72 hours prior to the scheduled departure time, or start of his reserve duty.

If possible, the Cabin Attendant must try to bid accordingly in order to have the requested day(s) off and have attempted to make a trip exchange(s) or flight donation(s).

The leave will be awarded if operational requirements allow. These requests shall not be unreasonably denied.

13.09 Domestic violence

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed 30 calendar days.

Requests submitted under the terms of this Article will be treated as confidential by the Company and are subject to the terms of Article 16.04. Furthermore, the employee must inform the Company of his absence in accordance with the terms of Article 16.01.

13.10 Wedding / union celebration leave

Cabin Personnel shall be granted, without pay, a leave of absence not to exceed 14 days to attend their own wedding upon written request by the 12th of the month prior to the month in which the leave is requested. Leave days must be consecutive and must include the wedding day.

13.11 General Provisions

13.11.01 A Cabin Attendant will retain and accrue seniority while on leave of absence without pay; however, unpaid leave of absence of more than 31 days will not be recognized for pay progression. Vacation and sick leave credits will stop accruing for unpaid leave of absence of over 31 days.

13.11.02 For any leave of absence without pay of 31 days or less, the Company will maintain the insurance plan to which the Cabin Attendant is entitled, in accordance with article 32. A Cabin Attendant shall maintain group insurance for an unpaid leave of absence of 31 days or less.

A Cabin Attendant may, upon request maintain his group insurance during an unpaid leave of absence of more than 31 days but must pay both his and the employer's portion of the premiums. In order to do so, the Cabin Attendant is required to submit

post-dated cheques, bank drafts or money orders to Human Resources or the premiums will be deducted from his paycheck upon his return to work. The deductions will then be made at a rate of twice the regular monthly premium until the full amount has been reimbursed.

13.11.03 Any training course not required by law shall not be imposed upon a Cabin Attendant who is on an unpaid leave of absence.

13.11.04 A Cabin Attendant on leave of absence without pay will notify the Company of his intention to return to work in writing no later than the 12th day of the month prior to his return to work.

13.11.05 All leaves of absence without pay will be deemed irrevocable unless there is a mutual agreement in writing between the Company and the Cabin Attendant.

13.11.06 Unless otherwise specified, all requests for leave of absence must be submitted to Inflight Service before the 12th of the preceding month at 23:59 local time (or manpower department).

ARTICLE 14 LEAVE OF ABSENCE WITH PAY

14.01 Bereavement leave

The Company will grant a Cabin Attendant paid leave of absence (including flight time and credits scheduled during the period of leave) in the event of death of a family member, in accordance with the following specifications:

ÉVÉNEMENT

PERIOD OF TIME

Spouse / partner, child, spouse's / partner's child, father, mother, brother, sister, legal guardian or adoptive parents.

5 consecutive days

Father-in-law, mother-in-law, brother-in-law, sister-in-law or any relative permanently living at the Cabin Attendant's home or at whose home the Cabin Attendant has been living on a permanent basis.

3 consecutive days

Grandfather, grandmother or spouse / partner grandfather or grandmother, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, step-son and step-daughter.

1 day

NOTE : One day may be set aside to attend the funeral.

EXAMPLE 1: If a member of the Cabin Attendant's immediate family dies on a Friday and his scheduled days off are Saturday and Sunday, bereavement leave will apply only to the following Monday in the case of a father-in-law, etc. and to the following Monday, Tuesday and Wednesday in the case of a spouse, common-law spouse, child, father, mother, brother, sister, legal guardian or adoptive parents.

EXAMPLE 2: If the Cabin Attendant's father dies on a Thursday and the Cabin Attendant is not on duty for the following 10 days, the 5 consecutive days' leave applies Thursday to Monday inclusively.

Extension of leave Such bereavement leave will be extended 2 calendar day in cases where the funeral is held over 250 km away from the Cabin Attendant's main residence.

NOTE: The employer may grant additional unpaid leave to any employee on a compassionate basis. These requests shall not be unreasonably denied.

14.02 Return of a Cabin Attendant on duty

The Company will allow a Cabin Attendant on duty to return home, or at his request, any other home base at the company's expense and as quickly as possible, in the event of the death of a spouse/partner, a common-law spouse, a child, father, mother, brother or sister.

14.03 Jury duty

If a Cabin Attendant is called or assigned as a juror or Crown witness or for any quasi-judicial case the Company will grant him leave of absence and pay him the difference between the credits planned on his regular block or reserve block for the calendar day(s) in question and the amount he receives in performing such civic duties.

The provisions of the above paragraph concerning quasi-judicial cases shall only apply when the Company is directly involved in the case in question. Furthermore, only one Cabin Attendant is entitled to these provisions in such a case.

Moreover, a reserve blockholder is deemed to be entitled to 2.5 credits per day for such an activity. For the purpose of applying the Agreement during such leave, the Cabin Attendant will be considered to be at work.

14.04 Legal services

The Company agrees to provide legal services, free of charge, to a Cabin Attendant subject to legal proceedings by someone who does not have employee status, as a result of an incident that occurred while the Cabin Attendant was on duty working for the Company or due to a consequence of duty. This rule will also apply to the estate of a Cabin Attendant subject to legal proceedings resulting from an incident that occurred when the Cabin Attendant was on duty; however, the Company will not be obliged to provide such services when the Cabin Attendant has been found guilty of an act, criminal negligence or a serious offence.

14.05 Disclosure of information

During an investigation following an incident that occurred while the Cabin Attendant was on duty, the Cabin Attendant and/or his representatives will have access to all information, concerning that incident, coming under the Company's authority.

14.06 Personal emergency days

On an exceptional basis, a Cabin Attendant may be absent for a personal emergency. Such an absence is deemed to be with leave if the Cabin Attendant complies with the time limit specified in Article 16.01 and if he justifies his inability to report for work.

In the case of an absence where leave is granted in this way, a Cabin Attendant may obtain compensation for lost credits by requesting the application of sick leave credits provided for in Article 16.01.01 notwithstanding the preamble of Article 16. Moreover, the Cabin Attendant may ask that credits from overtime, a draft, open flight or training days be transferred to his bank of sick leave credits in order to restore that sick leave bank.

A Cabin Attendant will fill out the appropriate form no later than the last day of the current month. Should the personal emergency day occur within the last seven days of the month, the form must be submitted, at the latest, by the 4th of the following month, Advance notice will be given to the Company in accordance with Article 16.

An employee who wishes to reimburse the sickness credits used to cover a Personal Emergency Day (PED) may use the following:

- Overtime,
- Open flying,
- Drafts (if over 65 hours),
- Training credits.

The credit chosen by ticking the appropriate box on the PED form will be credited in the employee's sick bank until full reimbursement of the borrowed credit for that day.

The employee has 6 months from the day he uses a PED to reimburse his sick bank.

Furthermore, it is understood, that a PED is granted for one day only, except when it is a multi-day pairing. If the event is longer than one day, the first day will be considered as an emergency. For the following days, the PNC will be automatically considered unavailable for duty unless he contacts Inflight Service (or the supervisor on duty), in order to obtain the authorisation to open bid in accordance with article B8.

14.07 Time bank

Any request for time off shall be dealt with as per Article 13.01 or any other related article and is not related to the cashing out of any time bank credits.

The Company will keep a cumulative record of flight credits in a time bank which will be divided into 2, one being a time credit bank, the other a time cash bank.

14.07.01 Time cash bank

When a Cabin Attendant would like to place items in his time cash bank, he must notify the Company in writing, no later than the 3rd of the following month, as to the items he would like to be moved to his bank. A Cabin Attendant away on a pairing during this time will have 24 hours upon return to his home base to submit his request. Amounts accumulated in this time cash bank are calculated in dollars and may be cashed at any time provided the Cabin Attendant submits a request to do so within the deadline specified above.

The items that a Cabin Attendant may place in his time cash bank are as follows:

- Reduced crew complement premium according to Article 24.03;
- Passenger ground duty services according to Article B17;

- Excess duty period according to Article B6.07;
- Any commission according to Article 26;
- Flight Directors premium according to Article 24.02;
- Notices under 3h30 according to Article B9.11;

14.07.02 Time credit bank

When a Cabin Attendant would like to place items in his time credit bank, he must notify the Company in writing, no later than the 3rd of the following month, of the items he wishes to transfer. Any flight credits (number of credits equivalent to any duty period) may be deposited in his bank. The amount of credits accumulated in this time credit bank is calculated in hours. A Cabin Attendant may withdraw from his bank the number of credits available therein and payment of such credits shall be made at the Cabin Attendant's hourly rate in effect at the date of the withdrawal. A Cabin Attendant away on a pairing during this time will have 24 hours upon return to his home base to put in his request. The credits transferred will not allow the Cabin Attendant to go below his minimum monthly guarantee.

The items that a Cabin Attendant may place in his time credit bank are as follows:

- Overtime according to Articles B15.02 and B15.02.01
- Foreign language credits according to Article B.15.05;
- Training credits according to Article B16.05;
- Sick leave credits according to Article 16.03;
- Flight Directors 30-minutes premium according to Article B15.03.02;
- Credits over the minimum monthly guarantee (MMG).

14.07.03 A Cabin Attendant's time cash bank or time credit bank, may only be used when he so requests. A Cabin Attendant on parental leave or on a leave without pay may automatically receive, every 2 weeks or once a month, credits from his time credit bank if he so requests.

14.07.04 A Cabin Attendant may withdraw the credits or money from his time credit or cash bank at any time by making his request in writing to the Company, Pay Department. The request must be submitted according to the table below. In the case of a Cabin Attendant who is temporarily inactive, (i.e. short term disability, layoff, leave of absence, etc.), if he so wishes, he must make his request within 30 days after the commencement of his inactive status.

<u>Pay deposited on:</u>	<u>last day of the month</u>	<u>15th day of the month</u>
<u>Request to be sent by:</u>	<u>15th day of the month</u>	<u>1st day of the month</u>

14.07.05 The credits used from the time bank shall be for pay purposes only and are not applicable against the monthly flight credits. The credits shall be paid at the Cabin Attendant's hourly rate in effect at the date of the withdrawal.

14.07.06 Where overtime is placed in time banks, the Flight Director premiums shall be increased and deposited in the time cash bank while the hours shall be increased and deposited in the time credit bank as per the example below:

Example: A Flight Director deposits 4 hours of overtime at time and a half = 6 hours in his time credit bank and the Flight Director's premium of 14.75\$ x 6 hours = 88.50\$ in the time cash bank.

14.08 Sabbatical year

This program is offered and applied as per APPENDIX G of the present Collective Agreement.

ARTICLE 15 ANNUAL VACATION

Definition For the purposes of this Article, vacation will mean the total number of statutory holidays, combined with days of vacation, to which a Cabin Attendant is entitled.

15.01 Awarding vacation

On January 1 of each year, all Cabin Personnel will be awarded vacation days for the vacation year ending December 31. The length of this vacation will vary according to the number of years of service. Vacations accrued, will be awarded as follows:

CONTINUOUS SERVICE	NUMBER OF VACATION DAYS
Less than one year of service	1 day per full month worked prior to December 31, up to a maximum of 10 days.
1 year but less than 2 years	11 days
2 years but less than 3 years	12 days
3 years but less than 4 years	13 days
4 years but less than 5 years	14 days
5 years but less than 7 years	16 days
7 years but less than 8 years	18 days
8 years but less than 10 years	20 days
10 years <u>but less than 20 years</u>	23 days
<u>20 years and more</u>	<u>25 days as of January 1st, 2019</u>

NOTES

A Cabin Attendant with less than 1 year of service may, on January 1, extend his vacation, at his own expense, up to a maximum of 10 days.

A Cabin Attendant hired before and including the 15th of the month will be granted vacation for the current month.

It is understood that the total number of vacation credits available in any given month at any given base shall never be less than 25 % of the total number of flight hours planned for that month at the base. The Union and the Company will discuss what the appropriate formula and % shall be. These discussions shall take place between the Company and the Component Executive in conjunction with the PMC Committee on a yearly basis during the month of September for the vacation allocation of the following year.

It is understood that a Cabin Attendant cannot take more than 33 days of vacation/statutory in the combined months of June, July and August.

15.02 Hiring during the year

A Cabin Attendant will be entitled to the number of vacation days provided for under Canadian legislation, as stipulated in Article 15.01.

15.03 Extended absence

Cabin Attendants' vacation pay is not affected due to illness or injury when their absence does not exceed 6 months.

Moreover, in cases of maternity leave or child care leave, Cabin Attendants' vacation pay is not affected.

When a Cabin Attendant's vacation pay is less due to a period of absence that is longer than those indicated in the above-mentioned cases, or due to layoff or leave of absence without pay, the Cabin Attendant may give up a number of days equivalent to the loss of pay incurred. He must notify Planning department accordingly, when submitting his vacation bid.

If the Cabin Attendant does not give up his vacation days without pay, his monthly pay will be equal to the amount of his vacation pay and the higher of the following two amounts:

- a) flight time and credits to which he is entitled for the period worked, or
- b) the application of the minimum daily guarantee of 2 hours and 10 minutes, multiplied by the number of workable days marked on his block.

15.04 Statutory holidays

Cabin Personnel will accumulate 1 calendar day off in lieu of each statutory holiday in any vacation year. If a Cabin Attendant is off the payroll for at least 15 days during the 30 days immediately preceding a statutory holiday, he will not be credited with that holiday.

The following days are defined as statutory holidays:

- New Year's Day;
- The day after New Year;
- Good Friday;
- Victoria Day;

- Saint-Jean Baptiste Day (Quebec only);
- Canada Day;
- Civic Holiday (Ontario only);
- British Columbia Day (B.C. only);
- Labour Day;
- Thanksgiving Day;
- Christmas Day;
- Boxing Day.

15.04.01 The total number of statutory holidays accrued in a calendar year will be added to the Cabin Attendant's vacation for the following year and the sum of both will be considered to be the Cabin Attendant's vacation.

15.05 Vacations will be taken during the year following the one in which they were acquired and cannot be deferred.

The Company will not make any compensation payments for unused vacation; however, under exceptional circumstances and with the Cabin Attendant's consent, a Cabin Attendant who was unable to take his vacation will receive vacation compensation, determined according to the principles of this Article or may transfer the monies into his RRSP.

15.06 Premium during the Holiday Season

15.06.01 A Cabin Attendant scheduled on one of the days mentioned below is entitled to 100.00\$ premium for each day worked:

Christmas holiday period: December 24th, 25th, 26th.

New Year holiday period: December 31st, January 1st, 2nd.

15.06.02 A Cabin Attendant scheduled to be on reserve on one of the days mentioned above is entitled to a 50\$ premium for each of the reserve days that he was available for work without being called.

15.06.03 In order to receive this premium, the Cabin Attendant must have operated all his assigned flights or pairings and/or have been available for all his scheduled reserve days for the period the Christmas holiday period and/or the New Year holiday period.

It is understood that irregular operations and/or drafting resulting in schedule changes will not jeopardize the application of this premium.

15.07 Days off before and after vacation

15.07.01 Monthly days off, as provided for in Article B6.02 and B9.03.01 may be added before and/or after the vacation period, at the choice of the Cabin Attendant and will be awarded in order of seniority. Notwithstanding the foregoing, a Cabin Attendant must be granted a minimum of 48 hour or 72 hours period off immediately before or after each vacation period, at the choice of the Cabin Attendant, unless he has unselected this option in the bidding system (as soon as the option becomes available)

or informed the Planning department in writing, before 23:59 EST/EDT on the 12th day of the preceding month, that he does not want to take advantage of this provision.

Note: Vacation that overlaps into the following month may have a period of 48 or 72 hours at the beginning and at the end of the week of vacation.

15.08 Vacation bids will be granted in order of seniority and by home base.

The Company will grant vacation periods for all Cabin Personnel, at all permanent and seasonal bases, throughout the year. Both parties recognize that awarding vacations must not create a need to hire anyone.

15.09 Bid award procedures

On October 15 of each year, the Company will post a notice on the bulletin board informing eligible Cabin Personnel that they must select their vacation periods.

This notice will contain the following information:

- the Cabin Attendant's name;
- the date the Cabin Attendant was hired;
- the Cabin Attendant's seniority;
- the number of days of vacation to which the Cabin Attendant is entitled;
- the vacation bid schedule;
- the identification of the 2 Cabin Attendant groups for vacation bids.

For vacation bids and awards, Cabin Personnel will be divided into 2 groups for each home base.

These 2 groups are:

- the first half;
- the second half.

15.10 Joint vacation award

If two Cabin Attendants want the same vacation period, they must indicate this in their bid.

If two Cabin Attendants bid together, the seniority of the junior Cabin Attendant will govern the award.

If a joint award cannot be made, individual awards will be made in accordance with each one's seniority.

15.11 Vacation splits

The Company will accept vacation splits in 5 day periods starting on the 1st of January according to the established vacation calendar. A maximum of 4 vacation periods per month may be granted. Any remaining vacation period of less than 5 days may, at the Cabin Attendant's request, be taken with another vacation period or be taken separately.

The residual days may also be taken at the discretion of the Cabin Attendant.

Vacation change requests must be submitted to the Manpower Planning Department by the 12th of the previous month at 23:59 local time and will be granted if operational requirements allow. These requests shall not be unreasonably denied. These request must respect the establish vacation calendar.

If the vacation period awarded has to be altered, the Company will cover the non-refundable costs incurred.

15.12 Vacation bid dates

- October 15: Posting of periods available for the first group
- November 1: Submission of vacation bids
- November 8: Vacation bid results for the first group and posting of periods available for the second group
- November 22: Submission of vacation bids
- November 29: Vacation bid results for the second group

15.13 Each Cabin Attendant will submit a bid with a sufficient number of choices of vacation periods. Blank vacation bid forms shall be made available in the crew rooms in advance for Cabin Attendants who may be absent during the vacation bid. The bid may be deposited at any time before the vacation bid deadline.

15.14 If the Cabin Attendant has not submitted a sufficient number of choices of vacation periods, or if all these choices could not be awarded in accordance with the provisions of the present Article, the Cabin Attendant will be offered, by seniority, the periods of vacation that are still available after the second group has obtained the results of its vacation bids.

15.15 If, after the final award of vacation periods, one or more new monthly periods should become available, then a Cabin Attendant may submit a written request to the Company asking it to change his vacation. The Cabin Attendant will send a copy of this request to his Personnel Management Committee prior to the 12th day of the month preceding the vacation period desired.

15.16 A Cabin Attendant on the preventive leave program as per article 17.02 of the present collective Agreement, may take their vacation, at their discretion, before or after their preventive leave.

15.17 If the Cabin Attendant's vacation coincides with a period when he is receiving disability benefits, his vacation period will be deferred as follows:

- a) immediately after the end of his disability period. Carry over to the next year will be at the request of the Cabin Attendant only;
- b) during another vacation period mutually acceptable to the Cabin Attendant and the Company;
- c) or by exchanging it with that of another Cabin Attendant in the same classification.

Failing these options, the Cabin Attendant will be granted a period of time before the end of the year during which the vacation must be taken.

15.18 If the Cabin Attendant's vacation coincides with a period when the Cabin Attendant is on maternity, paternity/parental or childcare leave, he/she will have his/her vacation period:

- a) postponed to immediately after her maternity/paternity/parental or childcare leave;
- b) taken at the commencement of the maternity/paternity/parental or childcare leave;
- c) or paid out as per Article 15.22 at the applicable hourly rate of pay and premiums, at the Cabin Attendant's choice.

15.19 If, during the vacation period, the Cabin Attendant suffers from a disability requiring unscheduled hospitalization of 2 days or more, he may defer his incomplete vacation period to the end of his disability period or to a time not chosen by another Cabin Attendant and then take advantage of sick leave and salary insurance provisions.

15.20 Cabin Personnel transferred from one base to another, newly hired or having returned to work after a long leave of absence without pay and not having been awarded any vacation period during the award procedures will be awarded vacation periods still available, taking into account their seniority.

15.21 The Company cannot alter Cabin Personnel's vacation without the Cabin Attendant's agreement. The request by the Company to alter vacation shall be copied to the Union in writing with not less than 10 days notification.

15.22 Vacation compensation

Each Cabin Attendant receives a credit of 4 hours of flying time at his hourly rate for each day of vacation or statutory holiday to which he is entitled. These credits are also taken into account for the purpose of calculating the maximum monthly limitation.

When a FD (initial and permanent) has been downgraded involuntary, the FD premium shall be paid if the FD has operated in the higher classification for at least 6 of the preceding 12 months. When the FD was granted a voluntary downgrade as per 11.10.01 b), 11.10.02 b), 11.13, 11.13 and 11.19 b) he will be paid his vacation at the flight attendant rate.

15.23 Termination of employment

Notwithstanding Article 15.21, when a Cabin Attendant terminates his employment, he will receive the appropriate percentage of his gross earnings in the current year, according to the following table:

less than 12 months	4.0 %	5 years but less than 7	6.4 %
1 year but less than 2	4.4 %	7 years but less than 8	7.2%
2 years but less than 3	4.8 %	8 years but less than 10	8,0 %
3 years but less than 4	5.2 %	10 years or more	9,2 %
4 years but less than 5	5.6 %		

15.24 Cabin Attendants shall not operate flights or be required for any duty on any day of their vacation.

15.25 When an employee's flight or pairing overlaps a vacation day following an operational delay, an additional vacation day will be added at the end of the vacation period or, subject to the approval of the Company, this day will be carried forward at any time at the request of the Cabin Attendant.

15.26 A Cabin Attendant that misses his departure for a trip that has already been reserved, due to the delay of his flight, will be reimbursed for the costs associated with the cancellation or postponement of his vacation. In order to be reimbursed, the costs must have been incurred and directly related to the Cabin Attendant's travel and lodging.

15.27 The Company will use the management system, once a month, to issue all the information on vacation blocks of one week or more which become available as a result of employment termination, sickness, maternity leave, etc. and which are known before the 12th day of the month. A Cabin Attendant may submit a written message through the management system or by calling the CSO to request to exchange one of his vacation periods for an equal vacation period that is available. Requests will be granted on a seniority basis.

15.28 When a Cabin Attendant is laid off after September 1 or is on laid off status at that date, the Company will allow this Cabin Attendant to cash in at any time any outstanding vacation days and statutory days to which he is entitled between this date and December 31.

A Cabin Attendant who wishes to take advantage of this, must make his request in writing according to the table below.

<u>Pay deposited on:</u>	<u>last day of the month</u>	<u>15th day of the month</u>
<u>Request to be sent by:</u>	<u>9th day of the month</u>	<u>23rd day of the previous month</u>

A Cabin Attendant who has outstanding vacation at the end of the calendar year will be paid out, or may choose to transfer the corresponding amount to his RRSP. He will be notified of his options to do so no later than January 31st of the following year.

ARTICLE 16 SICK LEAVE

Preamble The parties agree that the sick leave credits provided for in this Article are intended solely to protect Cabin Personnel in the event of sickness or injury and that they will be administered throughout in accordance with such intent.

16.01 Notification

A Cabin Attendant will notify the CSO as soon as possible and no later than 4 hours and 20 minutes before departure time, unless in the case of a justified inability due to exceptional circumstances, so that the CSO can find a replacement. A Cabin Attendant

will notify the CSO at the start of his non-availability, without waiting to be called by that department, and will call the CSO back as soon as he again becomes available to work.

Eligibility for insurance

Terms and conditions are specified under Article 32.

16.01.01 The Cabin Attendant shall not be required to communicate with the Company nurse when absent due to sickness unless he is subject to the “follow-up medical procedure”.

A medical certificate shall be required when the Cabin Attendant is subject to the “follow-up medical procedure” and may be required for any other unavailability due to sickness. However, this constraint shall not be exercised in an unreasonable manner.

The Company cannot demand that a diagnosis be divulged on the doctor’s medical certificate. However the medical certificate must indicate whether the cabin attendant is fit to work or not. If there is reasonable doubt, the Company may demand that the employee provide a medical certificate to be sent directly to Human Resources.

16.01.02 Sick leave credits

Cabin Personnel will benefit from 4 hours of sick leave credits per month of service. These credits may be accumulated, up to an absolute maximum of 144 hours.

Cash reimbursement of available credits from the sick leave bank

If a Cabin Attendant so wishes, he may request reimbursement for any amount of 10 or more credits providing he keeps a minimum of 25 credits in his sick leave bank. The Cabin Attendant may not make more than 2 requests per year of reference and shall give the payroll department a minimum of 15 days advance notice before each pay period.

At the Cabin Attendant’s request such monies may be deposited in their RRSP or in their time bank as provided under article 14.07.

In addition, a Cabin Attendant will be entitled to a maximum advance of 36 hours of sick leave credits if his bank is short to cover his loss of pay. The negative balance following a loan may not exceed 36 hours. A Cabin Attendant must absolutely repay this advance during the months following his return to work before being able to accumulate new credits.

16.01.03 Hiring during the year

When a Cabin Attendant is hired in mid-year, he will be credited with 6 hours of additional sick leave credits once he has completed his first 6 months of service.

16.01.04 Sick leave credits and disability insurance benefits will not be paid in the case of work accidents or car accidents covered by a government plan.

16.01.05 Extended absence

A Cabin Attendant who has been laid off, suspended or on leave of absence without pay for a full month will not be considered to have been available for work and will not be granted the corresponding sick leave credits.

If the absence is less than one month, he will be entitled to such credit if the balance of available work days is equal to half the days in the month plus one day.

16.01.06 Deduction

When a Cabin Attendant cannot work a flight due to illness, he will be granted sick leave credits to compensate for the flight time and flight time credits lost. Days off and white days will not be deducted.

Compensation will be paid up to the maximum of sick leave credits available in the Cabin Attendant's bank, at a rate of one hour of sick leave credit for one hour of flight time or flight credit.

16.02. Deduction of sick leave credits

A Cabin Attendant who reports that he is unfit to work a pairing will be credited with the total hours of flight time and flight time credits scheduled for the trip, according to the sick leave credits available in his bank. However, sick leave credits used during a month shall not be used to calculate overtime.

If the Cabin Attendant reports that he is fit to work before the end of the above-mentioned pairing he may not be assigned to another pairing before the end of the legal crew rest period unless, notwithstanding Article 16.01.01, he has submitted a medical certificate to the CSO beforehand, confirming that he is now fit to work. The Cabin Attendant who provides such a medical certificate will be reassigned prior to any Cabin Attendant who falls under the provisions of Articles Article B7 and Article B9.

The Cabin Attendant on this type of priority reassignment shall have his sick leave credit bank debited by the total number of hours of the pairing he was unable to work due to illness, divided by the number of days of the pairing, for each day preceding the submission of a medical certificate to the CSO before 07:00 on the first day of reassignment. Furthermore, for each day of priority reassignment, the Cabin Attendant shall receive the flight credits that were expected to be his for those pairing days.

Example :

A 35 credit hour pairing over 7 days = 5 credits hours/day

Off sick for the first 2 days = 10 credit hours debited from sick leave credit bank

Reassignment = 5 credits per day x 5 days = 25 credit hours on priority reassignment

If the Cabin Attendant, on priority reassignment, works more hours than the number of credit hours scheduled for his original pairing, the additional credits shall be redeposit into the sick leave credit bank.

16.02.01 Illness and reserve blocks

A reserve blockholder who reports that he is unfit to work his reserve block will be debited 2 hours and 10 minutes of sick leave credits per day of absence.

A reserve blockholder who reports that he is fit to return to work 7 hours before the end of his reserve duty period will not have this day debited and will work his reserve Duty day; however, this day will be debited if he reports that he is fit to return to work less than 7 hours before the end of the reserve duty period, unless he works a flight before the end of the 24 hour period of sick leave.

16.03. Out of base illness

If a Cabin Attendant falls ill away from base, he must follow the directives in APPENDIX I of the present Collective Agreement and is entitled to the indemnities as per Article 21.05.

16.04. Remuneration

Sick leave credits will be used to pay Cabin Personnel during any absence within the waiting period preceding the benefits payable by disability insurance.

16.04.01 When the sick leave credits have been depleted, sick leave days taken during the waiting period will not be paid.

16.04.02 Disability insurance is payable starting on the 8th calendar day.

16.04.03 Departure of an Employee

A Cabin Attendant who leaves the Company at age 55 or more, for retirement, shall receive the full value of all his remaining sick credits. The Cabin Attendant may choose one of the following options:

1. To cash out all remaining sick credits at the rate of one hundred percent (100%), thus breaking his employment ties with the Company. In this case, the employee may request that all or part of such amount be paid into his RRSP, or
2. To use all remaining sick credits as a pre-retirement leave for a period equivalent to the remaining balance at a rate of one hundred percent (100%).

16.05. A Cabin Attendant will be required to produce a medical certificate for an absence of 5 consecutive days (120 hours) or more.

If the Company deems that sick leave has been abused, it will send the Cabin Attendant written notification, with a copy to the Union that, from then on, each period of illness must be substantiated by a medical certificate.

The Company will provide a refund of up to 35.00\$ for the cost of a medical certificate requested due to an absence that it wants substantiated, unless sick leave has been abused.

16.06. The Company may require a Cabin Attendant to be examined by the company doctor in order to determine whether he is fit to work. A Cabin Attendant may choose a male or female doctor.

16.07. In addition to the medical certificate required under Article 16.05, any additional medical report required by the Company will be given by the Cabin Attendant to the designated company doctor, and any charges incurred will be paid directly by the Company.

16.08. Should the company doctor issue a medical report stating that a Cabin Attendant is or is not fit to work, in contradiction to the Cabin Attendant's personal physician, he will be able to initiate the Medical Review Procedure provided for under the following paragraphs – Medical Review.

16.09. Medical Review

The Company will pay the cost of any medical examination made at its request, for any reason whatsoever, by the doctor of its choice, taking into account the terms and conditions of Article 16.06 insofar as possible.

16.09.01 When the Company's Medical Services make a declaration regarding a Cabin Attendant's fitness for flight duty, the Cabin Attendant may initiate the medical review procedure within 7 calendar days of receiving his medical report by giving the In-Flight Service written notification of his intention to do so.

16.10. Procedure

This procedure will be expedited by all parties concerned, insofar as possible.

16.10.01. Stade I

The Cabin Attendant will select a general medical practitioner of their choice to undertake an examination on the same basis as that performed by the company doctor, within 2 weeks of the one carried out by the latter. This 2 week period may be extended by mutual agreement between the Company and the Cabin Attendant, if the attending physician is not available at that date. The Cabin Attendant must pay the costs of this examination. The results of this examination will be submitted in writing to the Company doctor while the Cabin Attendant's physician will be informed of the results of the examination by the Company's doctor.

If the 2 physicians are in agreement, their decision will be final and binding and not subject to appeal.

16.10.02. Stade II

If, in the opinion of either physician, the results of the examinations are inconclusive or conflicting in nature, the Cabin Attendant may request that the 2 physicians appoint, within 15 days, a disinterested medical specialist to undertake a further examination.

In the event a medical specialist cannot be agreed upon by both parties, the College of Physicians will be asked to recommend one or more medical specialists, sufficient that both the company doctor and the Cabin Attendant's physician may reach an agreement on the selection of the medical specialist.

The decision of the medical specialist, based on the results of his examination, will be conclusive of the issue and not be subject to appeal.

16.10.03. Extension

The above 15 day time limit is exclusive of statutory holidays and may be extended by mutual written agreement.

It is agreed that the specialist may request that the respective physicians provide the documentation required to proceed with the medical examination.

16.10.04. Fees

The fees of the medical specialist will be shared equally between the Company and the Union; however, the specialist will set, in advance, the amount of his fees, which must not be more than 1 500\$ for the examination. If the fees are higher, the parties will have to reach an agreement.

16.11. Decision of the Medical expertise

If a Cabin Attendant originally declared unfit for flight duty by the company doctor is subsequently declared fit for flight duty under this procedure, the following will apply:

16.11.01 If the specialist declares the Cabin Attendant fit for flight duty, he will be reinstated in his former position with full seniority and service credits.

01. Compensation

The Cabin Attendant will receive retroactive compensation based on the amount he would have earned had he been employed since he was initially declared fit for flight duty by his medical examiner, less all compensation received from any other source. If the out-of-service period is more than one month, compensation will be calculated according to the Cabin Attendant's monthly average flight time credits for the last full 3 months proceeding the disability period.

16.11.02 If a Cabin Attendant originally declared unfit for flight duty by the company doctor is subsequently declared unfit for duty under this procedure, he will be treated as having been unfit for duty since the initial medical report.

16.11.03 If a Cabin Attendant originally declared fit for flight duty by the company doctor is subsequently declared fit for duty under this procedure, the Cabin Attendant, after receiving return-to-work notice, by registered mail at his last known address, will have 72 hours to return to work or otherwise be considered to have resigned.

16.11.04 If a Cabin Attendant originally declared fit for flight duty by the company doctor is subsequently declared unfit for duty under this procedure, he will be treated as having been unfit for duty since the initial medical report.

16.11.05 If the insurance company refuses to pay Cabin Attendant disability insurance benefits, he may use his sick leave credits.

16.11.06 If the Cabin Attendant is subject to disciplinary action, it is agreed that Articles ARTICLE 29 and ARTICLE 30 may be applied.

16.11.07 All examination results and records shall be kept strictly confidential and no medical information other than a statement as to the employee's fitness for duty or lack thereof, work limitations, if any, and prognosis for return to full duty shall not be given to any person other than the company doctor and Human Resources.

ARTICLE 17 PARENTAL LEAVES

17.01 Pregnancy

17.01.01 Eligibility

Female Cabin Personnel who have completed their training period may take maternity leave without pay and will be eligible for the benefits provided for under Article 32 and Article 33.

17.01.02 Notification

A Cabin Attendant will give the Company written notice along with a medical certificate from her personal physician indicating her expected delivery date. In addition, the Cabin Attendant will indicate the date she wants to begin her maternity leave as well as the planned length of her absence.

17.01.03 Work during pregnancy – Reassignment

A Cabin Attendant who is pregnant or nursing will be accommodated for the duration of the pregnancy if, by reason of the pregnancy or nursing, her activities may pose a risk to her health or to that of the foetus or child. In such cases, the Company will accommodate the request up to undue hardship.

The Cabin Attendant's request must be accompanied by a certificate of a qualified medical practitioner of the Cabin Attendant's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

Should the Company be unable to accommodate the Cabin Attendant, the onus will be on the Company to show that a modification of job functions or a reassignment was not reasonably practicable. The Cabin Attendant and the Union will be informed.

17.01.04 A Cabin Attendant, until her expected delivery date, may request to be reassigned as per the provisions in Article B7 for all night flights/pairings, including continental, overseas and delayed flights that she has been awarded despite the fact that she has tried to avoid them in her block bids.

17.01.05 The assignment selected will be to a position that does not endanger the health of the Cabin Attendant or the unborn child.

17.01.06 As soon as possible after the block award results have been issued, a Cabin Attendant who has been granted one or more night flight pairings and who does not want to work them will notify Inflight Service and indicate which pairings of hers should be taken away from her as per article 17.01.04.

17.01.07 The Cabin Attendant will have to work at her home base during the Company's regular office hours or she may request that her job be modified.

17.01.08 A Cabin Attendant thus assigned may decide to start her maternity leave at any time after the 20th week preceding her expected delivery date.

17.01.09 If the assignment requested is not made immediately, the Cabin Attendant may stop working until the assignment is made or until her delivery date.

17.01.10 The Cabin Attendant will be paid at her Cabin Attendant rate of pay. Her wages shall be calculated based on not less than 75 hours per month at her Cabin Attendant rate of pay.

17.01.11 A Cabin Attendant who exercises the right granted under Article 17.03 will retain all the benefits related to the job she held before her reassignment to other duties or before she stopped working.

17.01.12 A Cabin Attendant retains the employee benefits granted to her under this Agreement, subject to payment of the required contributions, and the Company will continue to contribute its share.

17.01.13 At the end of her reassignment or work stoppage, the Cabin Attendant will return to the position that her seniority standing allows her to have at her home base.

17.01.14 Reclassification

A Flight Director may, during her pregnancy, at her request, be reclassified to a lower classification at the same home base, according to her seniority standing. If she takes advantage of this right, she will have to remain in her new classification until the start of her maternity leave, if her seniority so allows.

She may also take advantage of the same right on her return from maternity leave and/or child care leave, for a maximum of one year.

The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the Company.

17.02 Preventive leave

17.02.01 Notwithstanding 17.01.03 a pregnant Cabin Attendant who provides the Company with a medical certificate stating that she is pregnant and that her working conditions would endanger the health of her unborn child or herself, due to her pregnancy, may take advantage of a preventive leave.

17.02.02 A Cabin Attendant who benefits from a preventive leave will receive 66 2/3 % of her monthly pay based on 75 hours. 1/3 of the cost will be assumed by the employees and 2/3 by the employer (the Company and all Cabin Personnel).

As of November 1, 2018, ¼ of the cost will be assumed by the employees and ¾ by the employer (the Company and all Cabin Personnel).

17.02.03 The maximum duration of this preventive leave is 16 weeks, which may begin when pregnancy is confirmed by the Cabin Attendant's personal physician. The preventive leave may be split into 2 separate periods but the Cabin Attendant may only take a maximum of 12 weeks during the first period. The second period must be taken immediately before the scheduled date of birth of the child.

It is agreed that during the preventive leave the Cabin Attendant will not be reassigned to another position within the Company unless there is an agreement between her and the Company. During such reassignment the Cabin Attendant is remunerated in accordance with the provisions under 17.01.09.

17.02.04 The seniority of a Cabin Attendant on a preventive leave will not be affected and she will continue to be covered by the Agreement.

17.03 Maternity leave

17.03.01 Commencement of maternity leave

One-month's written notification will be given to the Company before the departure of the pregnant Cabin Attendant. This notice may be less than 4 weeks if a medical certificate indicates the Cabin Attendant's need to stop work within less time.

Maternity leave consists of one single period and cannot be split.

17.03.02 End of maternity leave

Maternity leave will end 90 calendar days after the termination of pregnancy, but may be 17 weeks long if the Cabin Attendant so desires.

Notwithstanding the previous paragraph, maternity leave may be terminated at an earlier date, upon receipt of a written request from the Cabin Attendant.

17.03.03 The Cabin Attendant will have the responsibility of notifying the Company as soon as possible should there be a change in the date she plans to return to work, as specified in Article 17.01.02.

17.03.04 Maternity leave will commence no sooner than 11 weeks before the expected delivery date, unless the Cabin Attendant provides a medical certificate from her physician advising otherwise.

17.04 Spouse / Partner Leave

When his/her child is born, a partner/spouse will benefit from 2 days' leave of absence with pay in addition to the leave provided in Article 17.05. However, if the cabin attendant is on a guaranteed day off or on vacation, the 2 days may be taken following his return to work. These 2 days must be consecutive.

17.05 Birth of child/adoption leave

Cabin Personnel shall be granted, upon written request not later than the 12th of the month prior to the month for which the leave is being requested a leave of absence without pay, not to exceed 14 days immediately following the birth of their child or the adoption of their child.

17.06 Parental leave

17.06.01 Eligibility and duration

Parental leave may begin no earlier than the date of birth of the child; or, in the case of an adoption, the date on which the Cabin Attendant is awarded custody of the child as part of an adoption procedure: or, the date on which the Cabin Attendant leaves work to travel outside the country in order to obtain custody of the child. This leave shall begin no later than some time during the year following the child's birth or adoption.

A Cabin Attendant who has been continuously working for the Company for at least 3 months will be entitled to leave of absence for a maximum of 37 weeks without pay, when a child has or will come into his or her actual care and custody, during the 52 weeks following the date that the child is born or the day the child is placed in his or her care.

Start

The parental leave starts:

- a) either upon the expiry of time off taken in accordance with the terms and conditions of maternity leave without pay for the person having given birth;
- b) at the end of the leave taken by the child's mother under the terms and conditions of maternity leave, if applicable;
- c) on the date of the child's birth;

- d) on the day when the Cabin Attendant actually takes the child into her custody and care.

Maximum duration of parental leave

If 2 Cabin Attendants in the Company are involved, the maximum duration of leave of absence that they can take on the birth or adoption of a child, will not exceed the maximum duration of any applicable legislation.

17.06.02 Advance notification to the Company

A Cabin Attendant who plans to take parental leave will:

- a) inform the Company by means of advance written notification of at least 4 weeks unless in the case of valid exception;
- b) inform the Company in writing of the duration of the planned leave of absence.

17.06.03 Notice of any change in the duration of the leave of absence

Similarly, except in the case of valid exception, any change in the duration of such leave of absence will be brought to the Company's attention by means of written notification of at least 4 weeks.

Notwithstanding the foregoing, the provisions of this Article may, under no circumstances, contravene the terms of the Employment Insurance Act and any regulations governing maternity and parental leave. It is agreed that 21 weeks of parental leave is included in the 37 weeks of child care leave.

17.06.04 Extended Parental Leave

A Cabin Attendant who has given birth, whose spouse has given birth, or who has adopted a child (except for his spouse's child) is entitled to additional parental leave without pay of no more than one continuous year or one continuous year of mini block. As per article 14.07.03, a Cabin Attendant can use his time cash bank or time credit bank during this period.

17.07 Seniority

During maternity or child care leave, seniority and years of service will not be affected, nor will insurance programs and interline travel benefits; however, benefits for statutory holidays as well as allowances for cleaning and footwear will be suspended.

17.08 Fertility treatments

Cabin Attendants who are undergoing fertility treatments will bid accordingly and may request mini-blocks, and leaves of absences while undergoing such treatments. These requests must be supported by a physician's note.

ARTICLE 18 TRANSPORTATION ALLOWANCES AND PARKING

18.01 No deadheading shall take place after an overseas flight to the East or a deadhead flight scheduled to arrive after 14:00 GMT.

18.02 Ground transportation allowances and transportation will be paid as follows :

- a) **Layovers** The Company will provide ground transportation between the airport and layover accommodations.
- b) **Home Base** On returning from a trip, when a regular blockholder has exceeded 15 hours on duty, the Company will provide the Cabin Attendant, who so requests, with round-trip transportation by taxi between the airport and his home or with accommodations at the closest approved hotel. Cabin Personnel will determine which of the 2 options they want if the total trip is 100 km or less.

In the case of a reserve blockholder who has exceeded 15 hours on duty, the same provision applies unless the reserve blockholder has to be available on a reserve day immediately after his legal rest period, in which case the Company will provide him with round-trip taxi transportation if he so requests.

A Cabin Attendant who starts and ends his trip at different airports is entitled to transportation before or after his trip, as indicated on the block when it is issued. In the case where the Cabin Attendant's block is changed after it is issued, he will be entitled to transportation before or after, whichever he prefers.

- c) The Company will provide ground transportation between the location where the Cabin Attendant reports for his trip and the aircraft.

18.03 At each home base, the Company will provide free and safe parking for all Cabin Personnel. In the event of a change in parking location, the Company shall consult the Union.

18.04 Class of transportation

18.04.01 By air

On company flights, Cabin Attendants, according to seniority, may use CLUB seats, if available; otherwise, they will use the other seats. Notwithstanding the foregoing, Captains and senior management in the Company (from Department Directors upwards) will nevertheless have priority in the selection of these seats. A Cabin Attendant will deadhead on a passenger/revenue seat.

In the event that a First Officer with less seniority takes the CLUB seat, the Cabin Attendant will be compensated as per the following:

- \$350 for a flight of a duration of 2 to 6 hours;
- \$550 for a flight of a duration of more than 6 hours and for all flights to Europe.

Should an exceptional circumstance arise where a seat is not available for a crew member, the Company will offer the Cabin Attendant a seat on another Air Transat flight or other airline. Such requests shall not take place in front of passengers.

Should the Company offer a Cabin Attendant a jumpseat for the purpose of a deadhead, the Company must contact a Union representative for authorisation. Any discussion with the Cabin Attendant with regards to travel on a jumpseat shall not take place in front of passengers.

For further clarification, a « union representative » is defined as the Local Union President. Should this person not be available, the Company will attempt to contact an executive of the Component.

On other airlines, deadheading may be in Economy class.

The “Speedy Boarding” option on EasyJet, or the equivalent on other airlines without assigned seating, shall be reserved by the company based on availability when the reservation is made, or it shall be purchased at the check-in counter by the Flight Director or be reimbursed through an expense form.

Deadheading must never be on standby.

Deadheading must always be on flights with assigned numbered seating before or after operating a flight.

18.04.02 By train

All deadheading will be carried out in First class.

18.04.03 By bus

All deadheading will be carried out in buses chartered exclusively for cabin crews and/or flight crews. The Company will reserve buses with air conditioning and/or heating. If toilets are not available, stops will be made as necessary in appropriate areas.

Moreover, any deadheading by bus whose total duration is over 1 hour will be carried out in a motor coach with at least 30 seats or which provides a minimum of 2 seats per occupant.

All deadheading by bus will be carried out in a motor coach which provides safe and secure luggage stowage.

18.05 Duration of land deadheading

Deadheading carried out within a duty period involving one or more flights:

18.05.01 By train

The Company cannot schedule any deadheading by train of a total duration of over 4 hours and 30 minutes.

18.05.02 By bus

The Company cannot schedule any deadheading by bus of a total duration of over 3 hours and 30 minutes.

18.06 Deadheading representing the only element in a duty period

The scheduled maximum limitation is 8 hours between the first departure and the last arrival (train and/or bus).

Deadheading prior to a training session will not take place on the same day as the training itself.

18.07 Clothing and Uniform

It is agreed that clothing during deadheading as well as the regulation relating to the uniform will be in keeping with the standards described in the Customer Service Manual. Any change in this dress code will be subject to an agreement between the Union and the Company.

18.08 Transportation between airport and hotel and vice versa

The Company may use hotel shuttle buses in order to transport Cabin Personnel between the airport and the hotel or vice versa, as long as it is not a case of deadheading, as defined in Article B16. Transportation shall be available no later than 45 minutes after flight arrival (after blocks inserted). Where transportation is not available as above Cabin Attendants will be allowed to take a taxi at the cost of the Company (up to 4 Cabin Attendants per taxi).

Hotel shuttle must have sufficient seating or bus-handle or safe/secure luggage stowage. In the event that this is not possible, crew members that are unable to safely secure themselves will be able to take a taxi, the cost of which will be absorbed by the Company.

18.09 Intra-airport transportation

Cabin Personnel may be obliged to use the transportation provided by the airport authority for travel from one terminal to another located at the same airport.

ARTICLE 19 REST PERIODS, REST FACILITIES AND HOTEL ACCOMMODATIONS

19.01 The Company will provide its Cabin Personnel at a layover station away from their home or seasonal base with adequate facilities comparable to those provided for other members of the flight crew. The facilities will be selected following an evaluation as per Appendix D.

19.02 The Company agrees to provide single rooms that are not on the ground floor to Cabin Personnel at a layover station away from their home or seasonal base.

If a Cabin Attendant's room placement does not conform with the above criteria, he must notify hotel management and contact CSO if a resolution is not possible and in order to qualify for the non-conformity compensation.

19.03 When a Cabin Attendant is on a layover for a period of 20 hours or more (block to block), the Company will provide the Cabin Attendant with accommodations at a hotel located in the downtown area of the main city served by the airport of arrival. As per Article 27.02.01, for each scheduled or contracted destination, the Hotel and Transport Committee will be mandated to determine the perimeters of the downtown area. In the event that the Committee determines that a hotel is unavailable or unsustainable in this area, the Committee shall determine the best possible solution, which can then only be approved for 1 season.

For any pairing having 2 or more consecutive layovers in the same city and where at least one of the layovers is for a period of 20 hours or more (block to block), the Company will, for all layovers in that city, provide the Cabin Attendant with accommodations at a hotel located in the downtown area of the main city served by the airport of arrival.

Furthermore, a Cabin Attendant on any other company-related activity outside his home base for more than one night shall also be provided with downtown area accommodation.

19.03.01 For Southern destinations, in recognition that these destinations lack suitable and safe downtown area accommodations, the Company will provide the Cabin Attendant with accommodation at a waterfront hotel located in the tourist zone. As per Article 27.02.01, for each scheduled or contracted destination, the Hotel and Transport Committee will be mandated to determine the perimeters of the waterfront tourist zone. In the event that the Committee determines that a hotel is unavailable or unsustainable in this area, the Committee shall determine the best possible solution, which can then only be approved for 1 season.

19.03.02 Under exceptional circumstances only, the Company may lodge Cabin Attendants in a hotel other than the one approved by the Committee. In the case where a non-approved hotel is not of equal or superior quality and/or does not meet the mandatory criteria of Appendix D and/or article 19.03 and 19.03.01 of the collective agreement, a premium of \$100 for the first night stay, \$125 for the second night stay, and \$150 for the third and all subsequent night stay will be paid to the Cabin Attendant. It is understood that this premium is not applicable to destinations not serviced by Air Transat.

19.03.03 Hotels approved by the Hotel and Transport Committee but not used on a regular basis, will be valid for a maximum period of 5 years for Europe and North America, and 3 years for hotels in the South.

19.04 The Company recognizes the creation of a joint Hotel & Transport Accommodation Committee to examine matters relating to accommodations, as defined in Article 27.02.01.

19.05 The Company will provide a business lounge access or a 1 room per 2 Cabin Attendants to a crew that has to stop over at an en route station during which it is relieved of all work-related responsibilities for 3 hours or more. This period of 3 or more hours starts when the blocks are inserted and ends 30 minutes before the scheduled or actual departure of the next flight.

Nevertheless, if the en route stop is of 6 hours duration or more, block to block, the Company will provide each Cabin Attendant with his own room.

ARTICLE 20 Uniform

20.01 Wearing of the Uniform

When Company regulations require a Cabin Attendant to wear the uniform, the following will apply:

20.01.01 50% of the total cost of the uniform required by company regulations will be paid by the Cabin Attendant for the first 6 months and will be refunded to him upon completion of the probationary period.

20.01.02 Any "mandatory" uniform items must be replaced by the renewal date. The Company shall bear 100% of the cost of replacing these items.

20.01.03 Any "optional" uniform items may or may not be replaced by the renewal date, depending on the Cabin Attendant's needs. The Company shall bear 100% of the cost of replacing these items.

20.01.04 The Company will replace any part of the uniform (removal and addition) that no longer meets the standards, or provide the complete uniform in the case of a new uniform corresponding to new corporate standards.

20.01.05 Maternity The Company will lend a maternity uniform to a pregnant Cabin Attendant at no cost to the employee.

20.01.06 A Cabin Attendant that has gained or lost weight and has to change his uniform, will have his uniform replaced or have any alterations paid for by the Company.

20.02 Uniform Items

20.02.01 Female Cabin Attendant

ITEMS	RENEWAL
1 skirt 1 jumper 1 dress 1 pair of pants (the Cabin Attendant's choice of any combination of 3 of the uniform items above)	Every 2 years
1 jacket or 1 of the items listed above	Every year
1 cardigan or <u>1 sweater</u>	Every 2 years
<u>silk scarf or tie</u> (<u>2 items, as the Cabin Attendant prefers</u>)	Every year
1 apron	Every 2 years
6 blouses (short sleeve and/or long sleeve, as the cabin attendant prefers)	Every year
1 belt	Every 2 years
2 insignia pins	Every 2 years
1 scarf wool	Every 2 years
1 purse	Every 2 years
1 all-season coat <u>or 1 raincoat</u>	Every 4 years
ACCESSORIES	
1 suitcase	Every 5 years
1 wheeled carry-on suitcase	Every 3 years
1 tote bag	Every 3 years

20.02.02 Maternity Uniform

1 jumper 1 pair of pants	(3 items of any combination as the Cabin Attendant prefers)
4 blouses (short sleeve and/or long sleeve, as the cabin attendant prefers)	
1 all-season coat (on loan as needed)	
1 jacket (on loan as needed)	

20.02.03 Male Cabin Attendant

ITEMS	RENEWAL
1 jacket or 1 additional pair of pants	Every year
3 pairs of pants	Every 2 years
2 tie clips	Every 2 years
6 shirts (short sleeve and/or long sleeve, as the Cabin Attendant prefers)	Every year
2 ties	Every year
1 apron	Every 2 years
1 belt	Every 2 years
2 insignia pins	Every 2 years
1 cardigan or sleeveless vest	Every 2 years
1 scarf wool	Every 2 years
1 all-season coat <u>or 1 raincoat</u>	Every 4 years
ACCESSORIES	
1 suitcase	Every 5 years
1 wheeled carry-on suitcase	Every 3 years
1 tote bag	Every 3 years

NOTE :

For each month of leave of absence without pay, sick leave, maternity leave and temporary lay off, the uniform renewal date will be postponed by one month.

When the Company hires Cabin Attendants, all the while knowing that there will be a considerable number of subsequent seasonal layoffs, those Cabin Attendants will have a reduced uniform, the details of which must be agreed with the Union.

The suitcases and travel bags of the union officers are renewable on the same terms as all Cabin Personnel; however, if a new model becomes available, they may obtain the new model as soon as they return to active duty as a Cabin Attendant.

If the change of suitcase is due to a health and safety issue, it will be replaced for union officers who are fully released from work.

20.03 Repair or replace

The Company will assume the full cost of repairing or replacing uniform items that are damaged during the course of the Cabin Attendant's work, provided that the appropriate form is completed by the Flight Director and that the alterations are done by the designated supplier.

20.04 Termination of employment

A Cabin Attendant who has not completed his probationary period shall clean and return all uniform items and accessories as described in 20.02.

20.05 Purchase of additional items and accessories

A Cabin Attendant's may obtain additional items and accessories at 100% of the cost price of the item.

These items may not be claimed by the Company upon the Cabin Attendant's termination of employment.

20.06 Cleaning, footwear and supplies allowance

Any Cabin Attendant on active duty for 15 days and over within a given month will receive an allowance of 85\$ for that month.

A Cabin Attendant who has worked less than 15th days will receive an allowance that is prorated according to the number of days that he was on duty during that month.

The above allowances shall be payable as an expense on the expense account.

20.07 Loss / theft of luggage

20.07.01 The Company will compensate the Cabin Attendant for the loss/theft of his luggage and its contents, up to a maximum of 750.00\$, when such loss/theft occurs while the Cabin Attendant is on duty or at the time of a layover. This amount shall not include the cost of replacing luggage.

20.07.02 In the event of a temporary loss of his luggage while away from his home base, the Cabin Attendant will be granted an allowance of 200.00\$ effective immediately at the time of his arrival at the hotel without his luggage, and of 50.00\$ for each subsequent period of 24 hours, up to a maximum of 600.00\$.

NOTE: This allowance will be paid on the expense account of the month following the loss of luggage.

ARTICLE 21 EXPENSE ACCOUNTS, MEAL ALLOWANCES AND OTHER ALLOWANCES

21.01 Daily per diem

As soon as the Cabin Attendant begins his duty period at his home or seasonal base, an hourly amount, as defined below, for each complete hour, will be calculated beginning either from the engine start or from the originally scheduled flight departure

time, whichever occurs first, and up until the actual time of the Cabin Attendant's return to his home base or seasonal base, at the end of the pairing.

The expense account will be paid if the duty period includes at least 5 hours on the ground, block to block.

Destination	Canada (\$ CAN)	<u>South</u> (\$ CAN)	<u>Europe</u> (\$ CAN)	Ireland, UK. (\$ CAN)
<u>May 1, 2015</u>	<u>4.37</u>	<u>5.63</u>	<u>5.63</u>	<u>6.24</u>
<u>May 1, 2016</u>	<u>4.45</u>	<u>5.74</u>	<u>5.74</u>	<u>6.37</u>
<u>May 1, 2017</u>	<u>4.54</u>	<u>5.86</u>	<u>5.86</u>	<u>6.49</u>
<u>May 1, 2018</u>	<u>4.63</u>	<u>5.98</u>	<u>5.98</u>	<u>6.62</u>
<u>May 1, 2019</u>	<u>4.73</u>	<u>6.09</u>	<u>6.09</u>	<u>6.76</u>
<u>May 1, 2020</u>	<u>CPI*</u>	<u>CPI*</u>	<u>CPI*</u>	<u>CPI*</u>

*CPI: Consumer Price Index

The Company shall adjust the per diem amounts to maintain parity with those found in the PNT collective agreement, should they become superior to those indicated in article 21.01 of the present collective agreement.

All destination not covered by this chart will be negotiated between the parties.

All subcontracts as per 0 will be paid at the rate of the above grid. If the amount is not sufficient, the Union will negotiate a reasonable per diem with the Company. (The Orient will be negotiated.)

A Cabin Attendant who begins his pairing by a flight outside Canada (including domestic legs or not) and who returns to Canada, at a station other than his home base, will have his expense account for flights within Canada calculated from the time the blocks are inserted in Canada, where the legal crew rest is granted, and it will end either when the Cabin Attendant returns to his home base (whether or not he has worked any flights within Canada) or when the blocks are removed, after a rest period, for another flight outside Canada.

Example of pairing for Cabin Attendant based at YUL

- YUL-YYZ-LGW-YYZ per diem of Ireland, UK
(until blocks are inserted at YYZ)
- YYZ-LAS-YYZ per diem within Canada
- YYZ-LGW-YUL per diem of Ireland, UK
(when blocks are removed at YYZ)

The amount will be paid to the Cabin Attendant on the pay cheque given to him on the 15th day of the following month.

21.02 Meal allowances

Meal allowances will be payable, as follows, when a Cabin Attendant has to give his meal or snack to a passenger on an Air Transat flight, or if there is no meal or snack for the Cabin Attendant:

- meal 20,00 \$
- snack 10,00 \$

21.02.01 At the time of any training day, the Company will refund the cost of meals up to a maximum of 12.00 \$, upon presentation of receipts, unless 21.01 applies.

21.02.02 A Cabin Attendant who cannot take advantage of a rest period in-flight, as provided by B6.10.01 will be entitled to the meal allowance stipulated in Article 21.02 for the duration of the flight in question, as documented in the Flight Director's report.

21.03 Advance pay

The Company agrees to provide a 600.00\$ advance to a Cabin Attendant who has completed his training or who has returned following a seasonal layoff and who was asked for a total refund of this initial advance at the time of his layoff. If the Cabin Attendant so desires, this advance will be repaid to the Company in minimum instalments of 10.00\$ per pay period, starting from the pay cheque following payment of the advance.

A Cabin Attendant who has finished repaying the Company may, if he so desires, obtain a new advance of 600.00\$, subject to the same repayment terms. If an employee is laid-off 3 months or less, he does not have to refund the advance until his return to work.

21.04 Expenses absorbed by the Company

The Company will absorb the cost of the following expenses:

- a) Pre-employment examinations, vaccinations against Hepatitis A and B, flu shots or any vaccinations against a new epidemic, as well as any medication necessary for travel. Upon the recommendation of the Company doctor, the cost of any necessary vaccinations will be paid for by the Company.
- b) Canadian passports renewals (5 or 10 years) including the express service and photos. In the case of a passport other than a Canadian one, it is refunded up to a maximum of the cost of the Canadian passport and according to the validity period thereof.
- c) Visa required: except those solely due to the fact that the Cabin Attendant does not have a Canadian passport.

21.05 Out of base sickness

A Cabin Attendant that is ill away from his home base and must remain there shall continue to receive their daily per diem and shall continue to have his hotel paid until his return to his home base.

The employee shall compensate the Company for any amount received from another source (ex: insurer).

The Company shall also pay travel and communication costs which are necessary during his stay away from home due to illness, which the Company considers reasonable and relevant.

ARTICLE 22 EVENT AND SPECIAL ASSIGNMENTS

22.01 Definition

Any temporary position posted by the company, within the scope of the collective agreement where the Cabin Attendant performs duties other than those related to safety and standard service onboard and that is not in conflict with another bargaining unit. However, these duties may be performed in flight or on the ground. Such special assignment shall not exceed 120 days.

A Cabin Attendant assigned as per this article will retain his rights under this agreement.

22.02 Selection

Any request for a special assignment will be posted by the Company. The necessary qualifications, skills and abilities competence and experience must be clearly stated in the posting and must be relevant to the required tasks of the assignment. The Company will select Cabin Attendants who meet the job requirements in the following sequence:

1. As long as functional limitations are respected, Cabin Attendants subject to work accommodation measures and pregnant Cabin Attendants by seniority, including accommodation for Cabin Attendants returning to work following a work accident.
2. Cabin Attendants who are members of a committee to whom the assignment is of direct concern, in order of seniority. They shall be released from their flight or pairing with credits guaranteed if the delays and operational requirement permit.
3. Cabin Attendants in order of seniority.

The list of successful candidates shall be published.

The list of applicants will be sent to the union, upon request.

22.03 Conditions

The selected Cabin Attendant will receive written notification before the start of his special assignment, with a copy to the Union.

22.04 Penalty

A Cabin Attendant who has not been selected, in accordance with Article 22.02, will be compensated by the Company for any flight time and/or flight time credits lost, and will not be subject to reassignment.

22.05 Credits

A Cabin Attendant awarded a special assignment will receive 4 hours of credits at his hourly rate in his classification or half of the duty, whichever is greater.

22.06 Allowance

01. Parking

All parking expenses (with supporting receipts) will be paid by the Company.

02. Meals

An allowance in accordance with Article 21.02 will be granted when such assignment is at the Cabin Attendant's base.

However, if the special assignment requires overnight hotel accommodations, the expense account provided for in this Agreement will be paid.

03. Transport

The Cabin Attendant may choose to be reimbursed for expenses related to the use of public transport or to be paid a kilometer allowance. If the Cabin Attendant uses his own means of transportation, the company will reimburse up to a maximum of 150 kilometres, in keeping with the company's internal policy.

ARTICLE 23 PAYMENT OF SALARIES

23.01 On the pay cheque, the Company will write the Company's name, the Cabin Attendant's first and last names, his job title, the date of the pay period and the date of payment, the number of hours paid during that period, the nature and amount of premiums and allowances paid, the rate of pay, the gross amount of salary, the nature and amount of deductions and the amount of net salary.

These deductions include a financial contribution to the Social Club, as defined by the Social Club Committee.

23.02 Pay cheques will be processed as follows:

23.02.01 Pay cheques will be distributed to Cabin Personnel twice a month.

1. on the 15th day of the month or, if the 15th day falls on a Saturday or Sunday, the pay cheque will be distributed on the previous Friday and will represent half the minimum monthly guarantee of the current month, plus any premiums, commissions, allowances, per diem and credits earned the previous month.

In the event that downward adjustments are to be made on a pay cheque, they shall be made on the pay of the 15th day of the month instead of the pay period at the end of the month, only if such adjustments are included on the flight and credit sheet. (ex: no show, sickness etc.)

2. on the last day of the month or, if the last day falls on a Saturday or Sunday, the pay cheque will be distributed on the previous Friday and will represent half the minimum monthly guarantee of the current month.
3. pay cheques will be deposited on the business day before a holiday including the statutory holidays of each province.

23.02.02 In the event of a Company error of 50.00\$ or more on a Cabin Attendant's pay cheque, at the C/A's expense, the Company will correct that error within 6 working days of distributing that pay cheque, by giving the Cabin Attendant the amount owing. Amounts less than 50.00\$ will be paid on the Cabin Attendant's next pay cheque. This clause applies only to credits actually worked (including the flight director premium), per diem, dry cleaning allowance, FD 30-minute, and not to the various premiums provided for in this Agreement.

All other errors will be corrected within 30 days from the moment that the Company is made aware.

23.02.03 The Company will make no deductions on a Cabin Attendant's pay unless required by the law, by a provision of this Agreement, a court decision or written authorization from that Cabin Attendant. If need be, the Company will transfer to the proper party any amounts deducted.

23.02.04 Should an overpayment be made on a Cabin Attendant's pay cheque due to the Company's error of any kind, refund procedures will be as follows:

<u>Overpayment</u>	<u>Automatic Payroll Deduction</u>	<u>Example Payroll Deductions</u> <u>(using maximum overpayment amount)</u>
<u>0\$ to 100\$</u>	<u>1 deduction only</u>	<u>100\$ on a single pay cheque</u>
<u>101\$ to 1,000\$</u>	<u>Over 6 months (12 pay periods)</u>	<u>83.33\$ per pay</u>
<u>1,001\$ to 2,000\$</u>	<u>Over 12 months (24 pay periods)</u>	<u>83.33\$ per pay</u>
<u>2,001\$ to 3,000\$</u>	<u>Over 18 months (36 pay periods)</u> <u>A letter indicating the details of the overpayment will be sent to the Employee.</u>	<u>83.33\$ per pay</u>
<u>3,001\$ or more</u>	<u>Agreement to be negotiated with HR.</u> <u>Barring exceptional circumstances, repayment should not exceed 24 months.</u>	<u>TBD</u>

23.03 The Company will give the Cabin Attendant, on the same day as his termination of employment, a signed statement of the amounts owing in salary and employee benefits, provided that the Cabin Attendant notify the Company of his departure at least 2 weeks in advance.

The Company will give or send the Cabin Attendant his pay cheque and employee benefits at the time of the pay period following his departure.

23.04 The Company will give the Cabin Attendant a record of employment within the time limits stipulated under the Employment Insurance Act.

23.05 The amount of union deductions will be marked on T4 and TP4 forms, in accordance with the various regulations of the government departments concerned.

23.06 The Company will make available T4 and TP4 forms to Cabin Attendants online. At the Cabin Attendant's request, the Company will send such documents by mail.

ARTICLE 24 RATES OF PAY

24.01 Rates of pay and bonuses

Preamble: For the duration of the collective agreement, the hourly wage rate applicable to all Cabin Attendants is found below.

November 1, 2015: 2%

November 1, 2016: 2%

November 1, 2017: 2%

November 1, 2018: 2%

November 1, 2019: 2%

November 1, 2020: 2%

For entry Levels 1 and 2, an additional 5% increase will be applied on November 1, 2015.

Level	01/11/2015	01/11/2016	01/11/2017	01/11/2018	01/11/2019	01/11/2020
Entry level 1	26,74 \$	27,28 \$	27,82 \$	28,38 \$	28,95 \$	29,53 \$
Entry level 2	27,85 \$	28,40 \$	28,97 \$	29,55 \$	30,14 \$	30,74 \$
1	29,02 \$	29,60 \$	30,19 \$	30,80 \$	31,41 \$	32,04 \$
2	31,84 \$	32,48 \$	33,13 \$	33,79 \$	34,47 \$	35,16 \$
3	38,13 \$	38,89 \$	39,67 \$	40,46 \$	41,27 \$	42,10 \$
4	40,12 \$	40,92 \$	41,74 \$	42,57 \$	43,42 \$	44,29 \$
5	42,10 \$	42,94 \$	43,80 \$	44,67 \$	45,57 \$	46,48 \$
6	44,23 \$	45,11 \$	46,01 \$	46,93 \$	47,87 \$	48,83 \$
7	46,44 \$	47,37 \$	48,32 \$	49,28 \$	50,27 \$	51,27 \$
8	47,61 \$	48,57 \$	49,54 \$	50,53 \$	51,54 \$	52,57 \$
9	49,77 \$	50,76 \$	51,78 \$	52,81 \$	53,87 \$	54,95 \$
10	52,02 \$	53,06 \$	54,12 \$	55,20 \$	56,31 \$	57,43 \$

Note 1: The Cabin Attendants at level 1 and level 2 shall have a monthly guarantee of 75 hours per month. The pay progression between Level 1 and Level 2 shall occur after 12 calendar months. The pay progression for the following levels shall occur after 12 months of service.

24.02 Flight Director premium

A Cabin Attendant holding the position of Flight Director will benefit from a premium for all flight periods (and flight time credits) when he holds his position:

Flight Director :

14,75 \$ as of November 1, 2015

Flight Director premium shall be maintained on a yearly basis, should there be any operational or seasonal adjustments to be made. However, in the event of exceptional circumstances and a significant decrease in manpower, the employee's salary shall be adjusted to their actual classification.

24.03 Compensation

It is agreed that the crew complement specified in Article 7.06 will be met.

However, if for any reason whatsoever, a trip is operated without meeting the above-mentioned conditions, each Cabin Attendant who has worked such a trip will be granted a premium of 5.00\$ for each hour of flight worked on this trip, and for each missing Cabin Attendant.

For example:

- 1) A flight planned for 10 Cabin Attendants leaves with 9:
Premium of 5.00\$ per hour of flight for each of the Cabin Attendants working the trip.
- 2) A flight planned for 10 Cabin Attendants leaves with 8:
Premium of 10.00\$ per hour of flight for each of the Cabin Attendants working the trip.

When such a situation occurs at a station stop where no reserve blockholders are assigned, the Company will replace the missing Cabin Attendant(s) if a Company flight is leaving for the destination where the missing Cabin Attendant is required and the relief Cabin Attendant can join the crew at destination, while complying with the legal crew rest periods.

If the Company cannot replace the missing Cabin Attendant(s) due to reasons of logistics relating to Company flights, the premium will not be granted.

24.04 Changes to crew complement

Notwithstanding the foregoing, the Company reserves the right to reduce the crew complement specified in Article 7.06, without awarding the premium specified in Article 24.03, under the following circumstances:

- 1) When an aircraft is substituted for another and this change is known by the Company 4 hours or less before scheduled departure.
- 2) For all changes that are known over 4 hours before scheduled departure, the Company will provide for the number of Cabin Attendants, as defined in Article 7.06.

Moreover, it is agreed that when the number of passengers is greater than the capacity of the initially planned aircraft, or when Club Transat seats are sold while no Club service has been planned, the aircraft complement under Article 7.06 will apply.

- 3) Initial or final leg of a trip, of less than 1 hour and 30 minutes. In all cases, the crew complement will be in keeping with current government standards.

ARTICLE 25 SALARY PROTECTION IN CASE OF AN AIRCRAFT ACCIDENT OR INCIDENT

The Company hereby agrees to provide moral and financial support to Cabin Personnel who have become unfit to work due to injuries — both physical and psychological — sustained following an aircraft accident or incident while on duty.

25.01 Prisoner of war, hostage, hijack, internment, missing.

25.01.01 Procedure

A Cabin Attendant who, during the course of his work for the Company, is captured, imprisoned, interned, held hostage or missing, will be paid in accordance with the provisions of Article 25.01.02, until he is released or legally acknowledged to have died; nevertheless, if the Cabin Attendant has not been located and no proof of death has been established within a period of 12 months following his disappearance, payment of the basic monthly salary will then be discontinued by the Company.

25.01.02 Hostage / internment

Unless he has been found guilty of a criminal act or negligence, a Cabin Attendant who, while engaged in Company business, becomes interned or is reported missing, or is held hostage, will be entitled to his regular salary, which will be the greater of his average monthly salary over the preceding 3 month period or the equivalent of 75 hours calculated at his hourly rate of pay. This monthly compensation will be credited to the Cabin Attendant's account and will be disbursed in accordance with written instructions from the Cabin Attendant, as indicated in Appendix A. Each Cabin Attendant will issue such instructions using this form.

A Cabin Attendant will not lose any pay as a result of the unlawful seizure of any aircraft to which he was assigned on either an operational or deadhead basis.

Notwithstanding the foregoing, a Cabin Attendant will also be entitled to any claim arising from WSIB, CNESST and WCB legislation.

25.01.03 Death on duty

If a Cabin Attendant dies in service, the Company will pay the transportation costs and will assume responsibility for transporting the remains back to Canada according to the guidelines set forth in Appendix A.

ARTICLE 26 COMMISSION, DUTY-FREE SHOP AND DOMESTIC FLIGHTS BOUTIQUE

26.01 All regular and reserve blockholders are eligible for commission from the inflight sale of duty-free products, all buy-on-board sales, all excursion sales and goods from the "domestic flights" boutique.

Such payment shall include the Cabin Attendants that are off due to work related injury and are compensated by the CNESST, WSIB and WCB as well as the union officers that are released on a full time basis.

The commission shall be divided in equal portions between all Cabin Attendants mentioned above, including any Cabin Attendants affected to a sub-contract.

The monthly duty-free commission of 10% is calculated based on the total monthly revenue made through the sale of duty-free products including those on sub-contracts and domestic flights, and deducting any duty-free losses on board the aircraft.

The monthly commission for all buy-on-board and excursion sales of 5% is calculated based on the total monthly revenue made through the sale of products including those on sub-contracts and on domestic flights, and deducting any wastage, bad debt and refund.

In order to maximize the effect of the new commission plan, the parties agree to examine, on a monthly basis, the results of the sales for the previous month and to make any necessary changes to optimize the profitability of duty-free sales.

Frequency of payment This commission will be paid no later than 45 days after the qualifying month in which Cabin Personnel are entitled to receive it.

ARTICLE 27 UNION / MANAGEMENT COMMITTEES

27.01 Union / management meetings

27.01.01 The two parties recognize that it is in their interest to promote labour relations that will, to the greatest extent possible, meet the needs of Cabin Personnel and the Company.

27.01.02 Given that intent, it is agreed that there is a continual need to deal with contractual issues.

27.01.03 It is therefore agreed that the Company will meet with the Grievance and Negotiating Committee eight times per year to review the state of their relationship and to address following items with the common objective, with a view to finding mutually satisfactory solutions. These meetings will deal with such subjects as:

- communication between the two parties at all levels;
- the meaning and application of the provisions of the Collective Agreement;
- preliminary discussions on changes affecting Cabin Personnel's work or working conditions.

27.01.04 Any written amendments will remain binding on the parties for the duration of the existing Agreement.

27.01.05 The parties will also have the mandate to establish any sub-committees they deem necessary.

27.01.06 Dates of these meetings will be set by mutual agreement and minutes will be prepared by the Company and made available to all concerned within 10 days following such meeting, excluding Saturday, Sunday and statutory holidays.

27.01.07 The Company will absorb all costs relating to the preparation (1 day) and participation of the Grievance and Negotiating Committee in these meetings including hotel, transportation and per diem. In the event that the Company cancels a monthly meeting, it will continue to absorb all costs as referenced above and replacement as per article 5.05.

27.02 Meeting with different committees

The Company shall release a maximum 4 committee members, including the Chair of the committee and 3 Cabin attendants (1 Cabin Attendant per base) from any other scheduled duty to attend meetings of each committee established under these provisions, except for the Health and Safety Committee. It is agreed upon that the Component link is recognized as a committee member and may attend meetings as a fifth committee member at the cost of the Union. Should the Company require the release of more than 4 Cabin Attendants it shall cover all their costs.

Meetings of the committees established under these provisions must be scheduled on the blocks of the Cabin Attendants who have been designated to attend.

The Company assumes the transportation and hotel accommodation costs of the Cabin Attendants who are released to attend the meetings of the committees established under these provisions.

The Company shall incur the cost of travel and lodging of the Cabin Attendants released to participate in the committee meetings provided for in this article. The night preceding the meeting will be paid by the Company for travel between Toronto and Montreal and one night following the meeting will be paid by the Company for travel between Vancouver and Montreal or Toronto

The released committee members shall be provided hotel accommodations in the approved downtown hotels at the Company's expense.

The conference rooms to be used for all preparatory meetings shall be at the Company's head office. When such meetings only last a half a day, the Company shall be responsible for the reservation of a workspace, should the meeting be a full day, the Union is responsible for reserving their workspace

The Company is responsible for the transportation costs usually incurred for the travel of committee members. In the event that a meeting is held away from the Company's head office, the Company shall be responsible for covering the cost of transportation from the hotel to the location of the meeting.

The committee members shall be compensated as stipulated in the present collective agreement.

The committees and the Company will schedule meetings by the 12th of the preceding month at 23:59 local time.

The committees may mutually decide, if deemed necessary, to meet more or less frequently than the time indicated in the following table:

Comittees	# of meeting / year	Preparation required
Services	4	1 day
Crew meal	2	½ day
Duty-Free	2	½ day
Interline	2	½ day
Personnel Management	2	1 day
Environment	<u>As required</u>	½ day
Hotel <u>and Transport</u>	2	1 day
Uniform	2	½ day
Pink Triangle	<u>As required</u>	½ day
Pension	2	½ day
Insurances	<u>1</u>	1 day
Women	2	½ day
Block Review	2	½ day
<u>Employment Equity</u>	<u>1</u>	<u>½ day</u>

Where a meeting has not been scheduled on their blocks, the committee members shall be flight released and shall receive either 4 hours per day or the credits planned for their block. Reserve Cabin Attendants shall receive 4 hours per day. All days off shall be repaid.

27.02.01 Hotel and Transport Committee

Made up of one Cabin Attendant representative per home base, this Committee is designed to evaluate hotels and any other related matters dealing with accommodations when Cabin Personnel are away from home base.

Committee members will be compensated as per article 27.02. The chair of the committee shall be released for an extra day to prepare for the meetings.

Moreover, a member of the Hotel and Transport Committee will evaluate the hotels shortlisted for visits beforehand by the Joint Committee in accordance with the selection grid (Appendix D) and the Terms of Reference (APPENDIX J). For this purpose, the Company will release the committee member concerned from his duties, for the agreed upon time, so that he can accompany the other members of the Joint Committee.

The Hotel and Transport Committee may evaluate all the hotels on a yearly basis by providing the Cabin Attendants with a hotel survey. This survey will be used by the Committee to determine and to advise the Company of the hotels/destination that require change for the upcoming season.

A list of changes will be forwarded to the Company each year. For this purpose, hotel visits will be scheduled approximately 2 months prior to the start of the season or as soon as a new destination is determined. The Union's Committee representative(s) will

then notify the company on the hotels approved. During hotel visits, committee members are covered by the collective agreement including article ARTICLE B16.

The hotels used by the Cabin Attendants shall all be approved by the Union's Hotel and Transport Committee.

Then, the Joint Hotel Committee, made up of a member or representative of the Hotel and Transport Committee for cabin crews, the Company and flight crews will meet in order to make a final choice for each of the destinations concerned with renewal.

The Hotel and Transport Committee is responsible for the following:

1. In collaboration with the members of the Joint Hotel Committee, create the short list of hotels to be visited for each destination;
2. In collaboration with the members of the Joint Hotel Committee, determine the perimeter of the downtown or waterfront tourist zone of each destination;
3. In collaboration with the members of the Joint Hotel Committee, determine the best possible solution in the event that a hotel is unavailable or unsustainable in the selected perimeter;
4. To accumulate the comments from Cabin Attendants concerning the hotels and transport used;
5. To ensure that the Company respects the criteria established;
6. To advise the Company that a change of hotel is immediately necessary;
7. The final selections shall be agreed upon by both parties by approximately April 1 of each year for the summer season, and by approximately November 1st of each year for the winter season.
8. The Committee will meet twice a year, in the fall in order to prepare the winter season and in the spring in order to prepare the summer season and to discuss the hotel situations. It is understood that, in addition to the meetings, on an exceptional basis, a conference call may be required to address a particular issue.

27.02.02 Health and Safety

The Union and the Company agree to promote the implementation of any measures required for occupational health and safety, in accordance with Article 8.

27.02.03 Block Review Committee

A Block Review Committee will be set up at each home base and will carry out the role established under B2.02

27.02.04 Women's Committee

The Women's Committee will look after increasing Cabin Personnel's and the Company's awareness of matters relating to the status of women.

27.02.05 Duty-Free Committee

The Committee's objective is to make recommendations to the Company in order to maximize revenues from this service.

27.02.06 Uniform Committee

The Committee's objective is to make recommendations to the Company about the colour, fabric, model, safety of uniforms and accessories in accordance with Article 20.

27.02.07 Pink Triangle Committee

The objective of this Committee is to promote and guarantee the same employee benefits and the same rights and privileges for members identifying themselves as gay, lesbian, bisexual, transsexual, transgender and/or two-spirited .

27.02.08 Environmental Committee

The objective of this Committee is to recommend and explore various ways in which Air Transat can reduce their environmental footprint.

27.02.09 Joint Insurance Committee

The Committee will discuss changes to, and the renewal of the insurance contract. This committee shall meet once a year. However, at the time the insurance contract is up for renewal the committee shall meet as necessary. The members of the Committee may request that experts accompany them during such meetings as required. The Company shall provide any information regarding the Cabin Personnel insurance file (Statistics involving cost and group experience from the current and previous year). The Committee may ask to meet the insurance company when necessary.

27.02.10 Personnel Mangement Committee

The parties agree to pursue the work currently being done by the Personnel Management Committee on a monthly basis and to maintain the climate of cooperation and the policies adopted in processing the cases submitted. The Committee will examine the following matters, taking into account the Company's operational and/or administrative requirements:

- layoffs (reducing their impact);
- bumping and recall process;
- awarding leaves of absence without pay, vacations, shared blocks and mini blocks;
- changes to classification awards scheduled in the monthly planning.

If necessary, the Committee will recommend to the Company arrangements that differ from those originally planned.

To reduce the impact of layoffs, the Committee will offer the alternatives below, in the following order, to a Cabin Attendant who so requests:

- leaves of absence without pay;
- voluntary layoffs;
- shared blocks;
- vacation;
- mini blockholder.

These will be granted solely according to the classification seniority of the Cabin Attendant who so requests it, regardless of the nature of the request.

A reasonable amount of time shall be allotted to the Committee to handle complaints regarding vacation awards.

The days used may be shared between more than one member.

27.02.11 Service Committee

The Company and the Union will meet to discuss the Cabin Attendants' duties. Before making any changes to Cabin Attendants' duties, the Company must notify the Union at least 30 days in advance.

27.02.12 Interline Committee

The objective of this committee is to make recommendations to the Company in order to maximize the transportation benefits and privileges (interline policy).

27.02.13 Crew meal Committee

The objective of this committee is to taste and make recommendations on the choice of the crew meals.

The Committee, with the Company, shall be observant of all aspects of nutrition, meaning quantity and variety.

The Company shall consult the members of the committee prior to determining, changing or renewing crew meals.

The Committee and the Company must implement nutritional practices that allow a Cabin Attendant to have meals at appropriate intervals and in accordance with the Canada's food guide.

The provisions of this article are meant to cover the majority of situations. Some adjustments may be necessary on certain flight itineraries in order to maintain an appropriate nutrition level. In the event that the quality, quantity and/or variety of the meals are considered deficient or deteriorating, the Company shall agree to correct the problem within 30 days following the receipt of a written complaint by the Crew meal Committee.

27.02.14 Pension Committee

The Company recognizes that it is the Pension Committee's mandate to monitor the plan's performance and explain how it works to the Cabin Attendants. Only one committee member is delegated to sit on the joint management-union Investment Plan Monitoring Committee.

The Pension Committee members and the Company will meet as required, but at least once a year.

27.02.15 Employment Equity Committee

This committee is composed of one representative from the Union who meets with the other employee groups and the Company. When possible, this representative must be a member of one of the 4 designated groups.

The committee establishes a forum for sharing information and developing other mechanisms to ensure that all Air Transat employees are aware of the objectives of employment equity. The committee also contributes to oversee the implementation of the employment equity program in order to develop fair, equitable, and barrier-free employment practices.

The committee will participate throughout the process by:

- helping to establish, communicate, promote, and implement employment equity in the workplace;
- identifying specific needs of designated groups within the organization;
- assisting in the review of all employment policies and practices, written and unwritten, to ensure they do not present employment barriers for designated group members;
- assisting in the development, implementation, and review of the employment equity plan.

The committee reports annually on the representation of the four designated groups in their workplaces and on the steps they have taken to achieve full representation.

ARTICLE 28 GRIEVANCE PROCEDURE

Preamble It is the desire of both parties to this Agreement that grievances be settled as promptly as possible. A Cabin Attendant who feels he has a grievance should first attempt to settle it with an Inflight Service supervisor. The Cabin Attendant may be accompanied by a union representative.

28.01 For the purpose of the Articles and this Collective Agreement, the term "grievance" means all differences of opinion concerning the interpretation, application, administration or alleged violation of the Collective Agreement as well as any disagreement concerning working conditions or directly relating to working conditions.

Grievances of a general or policy nature may be initiated by the Union at the appropriate higher level of this procedure depending on the nature and scope of such grievance.

There are two levels in the grievance procedure to settle the grievance in order to avoid bringing it to arbitration. These two levels are as follows:

Level I

Meeting with the Inflight Service Performance Manager or his/her representative at the Cabin Attendant's home base.

Level II

Meeting with the Inflight Service Vice-President or his/her representative, and a representative from Human Resources.

28.02 Grievances under this Article may be initiated by any Cabin Attendant, or group of Cabin Personnel, who consider themselves aggrieved, or by the Union, provided such grievance be filed within a period of 60 days after the grievor(s) would reasonably have knowledge of the incident giving rise to the grievance. Moreover, the Cabin Attendant subject to disciplinary action or discharge who feels unfairly treated may lodge a grievance through the Union within 15 days of receiving the Company's decision, excluding Saturday, Sunday and statutory holidays.

The Union may file directly at Level II of the grievance procedure any grievance relating to the discharge of a Cabin Attendant and any grievance relating to harassment in the workplace as per article 34.03.

28.03 A hearing will be held by the Company within 15 days after the grievance has been received (Level I).

28.03.01 A decision must be rendered within 15 days of the hearing, and the parties concerned, including for the Union, the Griever(s), the President(s) of the appropriate locals and the Component President, must be given written notification thereof. Should there be no reply within the above time limits or if the Union disagrees with the decision, it may appeal at Level II of the procedure within 15 days of either of the above-mentioned eventualities.

28.04 Time limits will be exclusive of Saturdays, Sundays and statutory holidays and may be extended by mutual written agreement.

28.05 Any decision not appealed within the relevant time limits will be final and binding on the parties concerned.

28.06 All Cabin Personnel witnesses called by the Union will be granted the time off needed, subject to the requirements of the operation, in order to make their deposition, and will be provided transportation if space available to and from the hearing.

28.07 After receiving notice from the Union to lodge the grievance at Level II, the Company will have 15 days to hold a hearing, and 15 days after that to inform the Union of its final decision.

28.08 If no satisfactory settlement is obtained at Level II, the Union may initiate the arbitration procedure, in accordance with Article ARTICLE 30. The procedure must be initiated within 60 days of receiving the Company's decision following Level II.

28.09 The parties agree in principle that a mediation process is valuable and may be used to resolve disputes. The parties may mutually agree to refer any dispute not settled at Level II to mediation. Compensation for the mediator and expenses incurred by him will be shared equally by both parties. Each party will be responsible for the costs related to the attendance of their witnesses.

28.10 The employee will be released to attend meetings referred to in this Article at the request of the Company and will receive 4 credits pay for each meeting/hearing with the Company or, where released from a flight, the scheduled flight time credits for the flight.

28.11 At the written request of the Union or the Company, the other party will make available copies of any documents relevant to the grievance. The Company shall send a copy of all relevant documents within 10 business days following the request.

ARTICLE 29 DISCIPLINE, DISCHARGE AND PERSONAL FILE

29.01 The parties acknowledge that in drawing up the provisions of this Article, they recognized and endorsed the following principles, in the case of all disciplinary action and discharges:

- a) disciplinary progression within the limits recognized by jurisprudence;
- b) it is in everyone's interest to rehabilitate the employee rather than use punitive measures.

The Company will exercise its rights hereunder in a fair and reasonable manner, in good faith and without discrimination, in keeping with the provisions of this Agreement.

29.02 When disciplinary action is contemplated, the Cabin Attendant may be held out of service for not more than 14 consecutive calendar days with pay in order for a thorough investigation to be conducted.

When the Company meets with a Cabin Attendant in order to inform him of disciplinary action taken against him, he may be accompanied by a union representative.

The Company must act diligently in the conduct of an investigation and must decide on the disciplinary action, if applicable, within a reasonable period of time.

29.03 The Company will notify Cabin Personnel and the Union, in writing, by letter and or email of any disciplinary or investigative meetings to be attended by the employee at least 48 hours in advance of such a meeting. The amount of advance notice may be reduced by mutual agreement between the Company, the Union and the employee. This notification will include the time and date of the meetings as well as the reason or incident under investigation and of the Cabin Attendant's right to have a union representative present. Where a union representative is not available, the meeting shall take place at another mutually agreed time. Should the Cabin Attendant be on leave of absence without pay and away from his home base, he shall not be required to attend such a meeting until his return.

29.04 When disciplinary action is contemplated, the Cabin Attendant will be so informed prior to formal action being taken, unless reasonable efforts to contact the Cabin Attendant are unsuccessful.

29.05 When disciplinary action is considered necessary, the Cabin Attendant will be advised in writing of such disciplinary action and the reasons for it. Such notice will be copied to the Local Union's President and Component President.

29.05.01 When a Cabin Attendant is suspended, he will be removed from the payroll for the number of days involved and his minimum monthly guarantee and his maximum monthly guarantee will be reduced by 2 hours and 10 minutes for each day of suspension.

29.06. Personal file

For each Cabin Attendant, the Company maintains a personal file, excluding performance reviews made by Flight Directors or Flight Director Coaches.

If disciplinary action is contemplated against a Cabin Attendant, the Company may take into account only disciplinary action carried out within the 24 month period preceding the new offence.

At the Cabin Attendant's request, any documentation relating to disciplinary action more than 24 months ago will be removed from his personal file. The Company may keep in the personal file any documentation relating to disciplinary action of 24 months ago in cases where the Cabin Attendant has been subject to disciplinary action of a similar nature over the past 24 months.

Notwithstanding the foregoing, any documentation relating to disciplinary action of more than 36 months ago will be deemed to be removed from the personal file.

29.06.01 Confidentiality

A Cabin Attendant's personal file will be kept strictly confidential and under no circumstances may it be accessible to anyone other than supervisors in the Company's Operations and Human Resources departments, in carrying out their responsibilities.

29.06.02 Consultation of personal file

In the presence of an authorized company representative, a Cabin Attendant may consult his personal file as long as he does so at reasonable times of the day; he may be accompanied by a union representative.

Should the Cabin Attendant request a copy of his personal file, the Company may charge for photocopy expenses at a reasonable cost.

29.07 At the written request of the Union or the Company, the other party will make available copies of any documents relevant to the investigation.

29.08 The employee will be released to attend meetings referred to in this Article at the request of the Company and will receive 4 hours pay for each meeting/hearing with the Company or, where released from a flight, the scheduled flight time credits for the flight.

29.09 A Cabin Attendant must read and sign any flight report or Cabin Attendant assessment or any other document containing an unfavorable comment about him.

A Cabin Attendant must read and sign any other document containing an unfavorable comment about him should the Company intend to use it for disciplinary purposes. In the event that a hard copy of the document cannot be given to the employee, it shall be communicated in a manner best suited in order for the Cabin Attendant to be made aware.

The document must be available for him to sign prior to any investigative or disciplinary meetings.

A Cabin Attendant may not refuse to sign such a document. However, his signature is not to be interpreted as recognition of the document's or comment's validity.

ARTICLE 30 ARBITRATION PROCEDURE

30.01 Any dispute not settled in accordance with Article 28 and Article 29 may be submitted to an arbitrator who will be selected jointly by the parties. The party electing arbitration will serve notice of intent to arbitrate within 60 days of receiving the Company's decision and will submit the name of at least 1 arbitrator to the other party. If the parties are unable to agree on the choice of an arbitrator within 15 calendar days after notice of intent has been received, the Minister of Labour will be requested to appoint an arbitrator.

30.02 The arbitrator will have full jurisdiction over matters placed in his hands under the terms of this Agreement.

30.03 The arbitrator will have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

30.04 The arbitrator will establish his own procedure consistent with the principles of natural justice.

30.05 The arbitrator will have full authority, in the case of a grievance appeal, to render any decision that is fair and equitable with regard to the interpretation, application and alleged violation of the Agreement and to any grievance of a disciplinary nature.

30.05.01 In the case of disciplinary or discharge appeals, the arbitrator will have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause.

30.05.02 In such disciplinary or discharge appeals, the arbitrator may uphold the Company's final decision, fully exonerate and reinstate the Cabin Attendant with pay for all time lost or render such other decision as he considers just and equitable.

30.05.03 In the case of an arbitration where the decision has been to reinstate the Cabin Attendant, any salary adjustment included in the decision will be paid to the Cabin Attendant within 30 days after receiving the decision.

30.05.04 The arbitrator's decisions will be final and binding on the Union, the Company and the Cabin Attendant involved.

30.06 The Company will provide the Union with a copy of all documents and materials relating to the grievance.

30.07 For any arbitration hearing, the grievor shall be blocked for the hearing dates. Cabin Personnel called as witnesses will be granted the time needed for their deposition as well as facilitate their transportation on the Company's system.

Subject to 14.03 each party will cover the costs of replacing their respective witnesses.

30.08 Compensation of the arbitrator and the expenses incurred by him will be shared equally by each party.

30.09 The provisions of Article 30 will in no way limit restrict or abridge any rights or privileges accorded to either party under the law.

ARTICLE 31 NO WORK INTERRUPTIONS

31.01 In view of the organized procedure for settling grievances, no Cabin Attendant will go on strike, and the Union will not declare or authorize a strike by any of its Cabin Personnel; moreover, the Company agrees not to declare or order a lock-out against any Cabin Attendant until the requirements dictated by the Canada Labour Code have been met. Furthermore, the parties agree to refrain from any pressure tactics throughout the duration of this Agreement.

31.01.01 For the purposes of this Article, the terms "strike" and "lock-out" have the same meanings as those used by the Canada Labour Code.

31.02 It is agreed that neither the Union nor Cabin Attendants will interrupt work due to a dispute or a disagreement between individuals, companies, unions or associations that have not signed this Agreement, as long as the Company takes the necessary steps to ensure the safety of its Cabin Personnel at all times during such conflicts.

A Cabin Attendant, who refuses to cross a legal picket line of an airline union that has not signed this Agreement, may not be disciplined for this sole reason alone if the Company did not ensure his safety in accordance with the preceding paragraph.

31.03 The Company agrees never to place its Cabin Personnel in contact with replacement workers (strike breakers) performing the duties that are normally the responsibility of Cabin Personnel or placed on the Company's flights, by the Company, in anticipation of a possible dispute.

ARTICLE 32 EMPLOYEE BENEFITS PLAN

32.01 Insurances

32.01.01 Group insurance plan and summary of benefits

The Company agrees to maintain a flexible group insurance plan for the benefit of Cabin Personnel who have completed a 3 month waiting period. The Company will finance 100% of the following types of compulsory coverage for its employees:

- Life insurance (equal to annual pay);
- Death and accidental dismemberment (equal to annual pay);
- Short-term disability insurance;
- Illness (basic care);
- Dental care (basic care).

and 50% of the following types of compulsory coverage for dependents:

- Illness (basic care);
- Dental care (basic care).

Cost-sharing The employee covers 100% of the costs of long-term salary insurance and the total cost of the options selected for the various types of coverage available.

Notwithstanding the foregoing, the employee will benefit from compulsory basic personal coverage for medical expenses as well as for life insurance, starting on the first day of his assignment.

Compulsory coverage

a) Life and death and accidental dismemberment insurance

The equivalent of the annual salary established on the basis of 900 hours annually (75 hours per month) times the hourly applicable rate rounded off to the next highest multiple of 1,000.

b) Short-term disability insurance

All Cabin Attendants entitled to disability insurance will benefit from:

66 2/3 % of the weekly salary (75 hours x hourly rate + premium, if applicable x 12, divided by 52 weeks), up to a maximum of one thousand dollars (1,000\$) in the event of disability of no more than 15 weeks (a waiting period of 7 calendar days, including white days, is applicable to each period of disability).

The hourly rate used is the higher of the following 2 rates:

- Current rate of pay + current premium, or
- Current rate of pay + average of premium, calculated for the previous period of the past 12 months.

This calculation is designed to correct the effect of seasonal fluctuations on Flight Director premiums.

c) Long-term disability insurance

60% of that portion of the monthly salary that is less than 2,083.00\$ and 45% of any amount over and above, in the event of disability extending beyond 15 weeks.

Employees who have selected the indexing option benefit from an adjustment in long-term disability benefits according to the variations in the consumer price index, up to a maximum of 3% annually.

No weekly benefit will be payable for a disability that commenced during a period of layoff or during a leave of absence without pay of a specified duration or exceeding 31 days.

d) Medical insurance

Any Cabin Attendant who has incurred medical expenses (hospitalization, medication, treatments and paramedical expenses) covered by the insurance will be refunded according to the provisions of the insurance policy in effect.

e) Dental insurance

Any Cabin Attendant who has incurred expenses for dental care will be refunded according to the provisions of the insurance policy in force.

32.02 Maintenance of benefits during absence

Insurance coverage will be maintained during layoffs having a specified duration of under 31 days as well as during maternity leaves. The same coverage will be maintained throughout child care leave. The same coverage will be maintained throughout child care leave as well a leave of absence described in article 17.06,13.01 and 13.02 unless the Cabin Attendant gives instructions otherwise. In all above-mentioned situations, the Cabin Attendant will refund the Company, by postdated cheques, for the amount equivalent to his premium to the plan that he usually makes.

Notwithstanding the foregoing, a Cabin Attendant residing in Quebec will maintain his drug insurance in effect for the duration of his absence during child care leave. The Cabin Attendant will refund the Company, by postdated cheques, for the amount equivalent to his premium.

For any leave of absence without pay of 31 days or less, the Company will maintain the insurance plan according to the options indicated by the Cabin Attendant, who will refund the total premium in two instalments deducted on his pay cheque upon his return.

32.03 Post Departure Benefits

Cabin Attendants, who leaves the Company, will have the option to select a post-retirement individual product from the insurer. The cost of such products will be assumed by the retired Cabin Attendant.

32.04 Insurance policy

Joint insurance committee A joint Committee is put in place as per article 27.02.09.

- a. Notwithstanding the foregoing, the insurance policy will be the legal copy for interpretation and validation of insurance coverage and benefits, and the Union will have access to a copy of any insurance policy governing any insurance plan covering Cabin Personnel.
- b. The present group insurance plan will remain in effect for the duration of this Agreement and any amendments thereto will be made following an agreement reached between the parties.
- c. **Spouses of the same sex** Moreover, for group insurance, spouses of the same sex form an integral part of the coverage for dependents.
- d. **Legislative measures** In the event of reduction, through legislative or other measures, in a premium payable by the Company for any compensation from which Cabin Personnel benefit, the savings thus realized will be used to increase certain benefits or reduce payable premiums.

32.05 Survivor Benefits

In the event of the death of a cabin attendant, the surviving spouse and dependents shall continue to receive all insurance benefits in accordance with article 32 if they had been registered recipients on the insurance plan at the time of death. The employer will absorb all associated costs for a maximum duration of two years.

ARTICLE 33

RETIREMENT SAVINGS PLAN

33.01 Multi Sector Pension Plan (MSPP)

A Cabin Attendant who has completed his probationary period must join the Multi-Sector Pension Plan.

1) In this Article, the terms used shall have the meanings as described:

- “Plan”: means a retirement vehicle as determined by the Union.
- “Applicable wages”: means the basic straight time wages for all hours worked (including Flight Director and Assistant Flight Director premiums) and in addition:
 - I. the straight time component of hours worked on a holiday;
 - II. holiday pay, for the hours not worked, and
 - III. vacation pay.
- All other payments, premiums, allowances and similar payments are excluded.
- “Eligible employee”: means full time and part time employees in the certification unit who have completed six (6) months of service and their probationary period as per the Collective Agreement.

The Company and each admissible employee covered by this collective agreement, shall, at each pay period, contribute amounts equivalent to the following:

At November 1st 2016, Company contribution 5.5% and employee contribution 5%

The Cabin Attendant on a leave of absence and chooses to participate, is admissible, however, he must pay both his contribution as well as that of the Company.

The employee and employer contributions shall be remitted to the plan by the Employer within 15 calendar days after the end of each pay period for which the contributions are attributable.

The Union acknowledges and agrees that other than making its contributions to the plan, as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the plan were a defined contribution plan.

The Employer agrees to provide to the Administrator of the plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and to the Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in an electronically readable form, it shall be provided in such form to the plan if the Administrator so requests.

- For further specificity, the items required for each eligible employee by Article 5 of the Agreement include:

I. To be provided once only at plan commencement

- Date of hire,
- Date of birth,
- Date of first contribution,
- Seniority list including hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit).

II. To be provided with each remittance:

- Name,
- Social insurance number,
- Monthly remittance,
- Pensionable earnings,
- Year-to-date contributions,
- Employer portion of arrears owing due to error or late enrolment by the Employer.

III. To be provided initially and as status changes:

- Full address,
- Termination date, where applicable (MM/DD/YY),
- Marital status.

The Company agrees to be bound by the terms of this agreement and declaration of trust and by the rules and regulations of the scheme adopted by the administrators of the plan, with all their successive amendments. In addition, the employer agrees to participate in an agreement with the administrators of the plan in the form attached (Appendix E)

33.02 Deferred Profit Sharing Plan/Registered Retirement Savings Plan (DPSP/RRSP)

33.02.01 General principles

In addition to the MSPP, there are two different but inseparable parts to this program : an RRSP and DPSP.

The employee's contribution to the RRSP will be three hundred and fifty dollars (\$350) made through salary deductions, with immediate income tax adjustments.

The employee may contribute more, in accordance with the terms and conditions defined in the plan.

The Employer's contribution to the DPSP, on behalf of the employee, paid by February 15th of each year will be 350.00\$ annually.

33.02.02 Terms, conditions and information

The Company will make available the DPSP/RRSP pamphlet available to the Cabin Attendant, explaining the practical terms and conditions of the plan as well as provide the Union with a copy of the plans as well as the rules and regulations governing the, (DPSP/RRSP).

Employees outside of Québec shall have the option to place monies in the DPSP directly into an RRSP including the employer's contribution.

33.02.03 Purpose of a group RRPS

A Cabin Attendant may use the group RRSP to deposit cash payments received under the Company's profit sharing plan and also the sick leave credits cash reimbursement balance and any payment of exceptional vacation days as provided under article 15.05.

ARTICLE 34 NON DISCRIMINATION

34.01 Discrimination

A Cabin Attendant may not be subject to pressure tactics, constraints or discrimination on the part of the Company for any matters relating to race, country of origin or descent, colour, religion, age, sex, marital status, political allegiance, pregnancy, sexual orientation, trans-sexualism, language, social status, place of residence, union representative status, disability or perceived disability or use of any means to offset such disability or perceived disability.

34.02 Harassment

A Cabin Attendant is entitled to a work environment that is free from psychological and sexual harassment. The Company must implement all reasonable measures to prevent psychological harassment and to ensure that it ceases when it is made aware of such conduct

34.02.01 Definition

Harassment consists of any course of vexatious comment(s) or conduct that is known or perceived to be unwelcome such as bullying, ostracizing, shunning employees and abuse of authority. Harassment means conduct that creates an intimidating, threatening, coercive or hostile work environment. Harassment also means any behaviour, remarks, action or contact that may offend or humiliate a Cabin Attendant with regard to any of the criteria specified in 34.01, or which, in the same regard, may reasonably be interpreted by that employee as putting his job or possible training or advancement at risk unless certain conditions of a sexual nature are met.

Without limiting the definition in 34.02, it is agreed that sexual harassment is a particular concern to both parties; consequently, it is agreed that sexual harassment includes, but is not limited to:

01. unnecessary touching, patting;
02. suggestive remarks or other verbal abuse;
03. compromising invitations;
04. ogling someone's body;
05. requests for sexual favours;
06. physical assault;
07. use of power or intimidation to obtain sexual favours.

34.02.02 Statement of principles

01. The Company will inform all its Cabin Personnel as well as its management personnel that any violation of this policy may give rise to disciplinary action. The Company will also apply this policy to Cabin Personnel in initial training.
02. Cases of sexual harassment and other forms of harassment will be considered discriminatory and the Company agrees to deal with them quickly.
03. The Company recognizes the principle that it is its responsibility to maintain a work environment that is free from any discrimination, and the Union agrees, insofar as possible, to inform Cabin Attendants and increase their awareness of the current policy.

34.02.03 Anti-harassment policy

The parties agree that harassment must be prevented and corrected. In order to do so, all complaints will be treated seriously and dealt with diligence.

In order to quickly and efficiently process harassment complaints, the Company and the Union agree to the following procedure:

A member of management from the Human Resources Department is responsible for counselling victims, helping them and receiving their complaints.

When necessary, this person may appoint someone from outside Air Transat who is a trained professional to counsel and provide assistance to the harassment victims.

34.02.04 The investigation

The investigation must ensure :

01. Confidentiality of complaints and investigations;
02. Both parties' right to be heard and accompanied by a union representative of their choice;
03. The parties' right to be informed in writing of any decision relating to the dispute;

04. The right of the alleged victim not to work with the alleged harasser, without prejudice to the alleged victim's rights or salary;
05. The alleged victim's right to be protected against any form of retaliation;
06. The alleged victim's right to have no information on his personal life, lifestyle or style of dress be taken into consideration during the internal investigation, including their personal file;
07. The decision resulting from the investigation and steps taken by the Company will be communicated in writing to the employee making the complaint and to the alleged harasser;
08. Upon recommendation from the person in charge of conducting the investigation, the Company may take appropriate disciplinary action, in keeping with the damage caused;
09. Both parties concerned shall be kept informed of the case's progress on a regular basis;
10. When the Company meets with a Cabin Attendant in order to conduct an investigation, he may be accompanied by a union representative.

34.03 Cabin Personnel who believe they are victims of harassment may exercise **their** recourse under Articles 28 at Level II, 29 and 30, as well as under the Canadian Human Rights Act.

34.04 The Company must post the Company Harassment Policy in the crew rooms and give a copy to the Union.

34.05 The Company will offer anti-harassment training on the subject of harassment in initial training.

ARTICLE 35 TRAVEL BENEFITS

35.01 Present plan and benefits

Air Transat will provide its Cabin Personnel with reduced-rate fares.

Note: However, it is understood by both parties that Cabin Attendants shall benefit from interline privileges 6 months after their date of hire.

35.01.01 The Company will offer each Cabin Attendant, his parents (father, mother, father's spouse, mother's spouse, adoptive parents and legal guardians), children, spouse and/or common-law spouse, including a spouse of the same sex, free or reduced-rate travel benefits on company flights, in accordance with company policies.

Regular Cabin Personnel will have access to all reduced-rate travel benefits offered by other airlines, in accordance with agreements reached or to be reached between the Company and other airlines.

A Cabin Attendant on layoff will benefit from interline privileges for at least 2 months, starting from the initial date of layoff.

The Company agrees to form a Travel Benefits Committee made up of equal representation of various group of employees, including at least 1 representative from the Union.

35.02 Confirmed passes

The employee (Cabin Attendant) may travel with a person other than those who are eligible for confirmed ticket benefits, as defined in 35.01.01; however, that person is not eligible for such a benefit unless accompanied by the employee (Cabin Attendant).

35.03 Stand-by tickets

The travel companion of an employee (Cabin Attendant) accompanying the latter may benefit from an empty seat, if there are any, upon payment of 150,00\$ made to the Company.

35.04 Ferry Flight

The Company agrees in principle to the use of ferry flights for personal travel inasmuch as there are no any additional costs to the Company for security measures, for adhering to government standards (including the requirement for a Cabin Attendant to be on duty during flight) or for any other reasons.

ARTICLE 36 PROFIT SHARING PLAN

As of 2017 financial year, covering the period from November, 1st 2016 to October, 31st 2017. The Cabin Attendants shall benefit from the profit sharing plan set up by the Company, as follows:

36.01 Every year, an employee bonus is based on 5% of profits before dividends, extraordinary items, senior management bonuses and Transat A.T. Inc. taxes for the financial year ending October 31st.

36.02 The bonus shall be calculated based on the Company's consolidated, audited results. It shall be distributed to participating employees and prorated to the salary they earned during the reference period. Salary earned includes all revenues except the Company's contribution to the Cabin Attendant retirement plan and the bonus paid out during the reference year.

Example: Bonus Calculation

Assuming a payroll of 198 million\$:

$$\begin{array}{l} \text{Pretax profits of 30 million\$} \\ 30,000,000\$ \times 5\% = 1,500,000\$ / 198,000,000\$ = 0.757\% \\ \text{For a salary earned of 50 000\$} \qquad \qquad \qquad = 378.50\$ \text{ bonus} \end{array}$$

36.03 Information concerning profits before dividends, extraordinary items, senior management bonuses and Transat A.T. taxes as well as the payroll used to determine the annual bonus shall be sent to the Union, in writing, no later than January 15 each year.

36.04 To be eligible for the bonus, Cabin Attendants are required to have been employed by the Company during the reference year of the bonus. If, at payment, the Cabin Attendant is absent or laid off, the bonus shall be paid to him in accordance with his instructions.

36.05 If financial results are achieved, the payment is made on or about February 15.

ARTICLE 37 DURATION OF AGREEMENT

37.01 All clauses and provisions of this Agreement will be subject to present or future legislation; nevertheless, if a clause in this Agreement should be nullified by present or future legislation, such invalidation will not invalidate the other clauses of this Agreement and they will remain in full force.

It is agreed that the Block Rules form an integral part of the Agreement.

37.02 In the event of plans for a new type of aircraft to be introduced, the Company will inform the Union as quickly as possible and no later than the official date of notification given by the Company to Transport Canada. A copy of this notice or proof thereof will be given to the Union.

Within 14 days of the date of the notification given to Transport Canada or earlier, upon agreement between the parties, the Company and the Union will open negotiations to resolve the question of crew complement, in accordance with Article 7.06.

If no agreement is reached within 30 days of the starting date of the discussions, the Company will be free to put the new aircraft into operation. The Union may then lodge a grievance and resort directly to Article 30, Arbitration Procedure.

The Union will be consulted prior to the implementation of service procedures, emergency and galley equipment, crew facilities, new service, new cabin and new classes as well as aircraft configuration.

37.03 This Agreement will become effective from the time it is ratified and will continue until October 31, 2021, subject to any amendments made by written agreement between the parties.


37.04 This Agreement will continue, starting from the expiry date, to bind the parties from year to year, unless one party gives the other written notification of its desire to revise it. Such notification will be sent to the other party not later than 45 calendar days prior to the expiry date of this Agreement.

37.05 Once such notification of negotiations has been given hereunder, the provisions of this Agreement will continue to apply until a new agreement is signed.

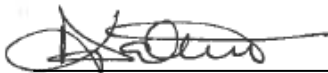
In witness thereof, the parties have signed
AIR TRANSAT A.T. INC.



Jean-François Lemay
President, Air Transat



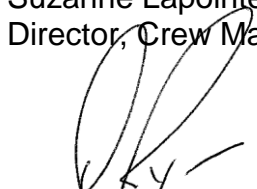
Julie Belanger
Senior Director, Resources




Dominique Jalbert
Labor Relations Manager




Suzanne Lapointe
Director, Crew Management



Des Ryan
Vice-President, Inflight Service



Karin Gragtmans
Director, Inflight Service



Nathalie Legault
Coordinator, Inflight Service


C.U.P.E. Airline Division




Martyn Smith
Component President




Julie Roberts
Component Vice-President



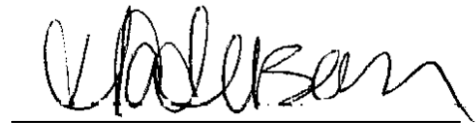
Daniel Lafontaine
Component Secretary-Treasurer



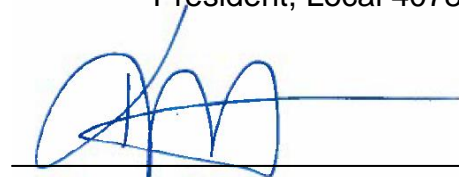
Charles-Philippe Lacroix
President, Local 4041



Tracy Rowan
President, Local 4047



Tanya Paterson
President, Local 4078



Karine Rainville
Union Representative, CUPE

BLOCK RULES

ARTICLE B1 INTRODUCTION

B1.01 Objectives

The fundamental objectives of the Block Rules are as follows:

B1.01.01 To provide an orderly method of flight assignment in keeping with the principles of seniority;

B1.01.02 To provide Cabin Personnel with the rest and relaxation required for the performance of their duties;

B1.01.03 To provide coverage for all flights in a direct and efficient manner;

B1.01.04 To allow the Company to operate its business with maximum efficiency;

B1.01.05 To ensure that the fatigue factor be taken into consideration when creating pairings and building the schedules.

ARTICLE B2 PREPARATION OF BLOCKS

B2.01 Every month, the Company will prepare blocks according to the needs of its operation, in keeping with the provisions of this Agreement

B2.02 In its advisory capacity, the Block Review Committee will have the responsibility of reviewing the preparation and awarding of regular and reserve blocks according to the provisions of this Agreement. In order to review the awarding of regular and reserve blocks, a representative of the Committee at each of the bases will receive the results by fax/e-mail on the 23rd of each month no later than 12:00 EST/EDT and will review these results with the Company before Cabin Personnel are informed of them.

B2.02.01 Any errors in the preparation of regular or reserve blocks that are discovered by the Committee will be corrected.

If reoptimization is the ultimate solution for correcting the error noted, both parties will jointly decide whether it is appropriate to do so, taking alternate solutions into account.

In the event of reoptimization, the block announcement period will be delayed and Cabin Personnel will be notified by voice mail, E-CREW and an email will be sent to the CA to notify him.

B2.02.02 Following the official announcement of regular and reserve blocks, a Cabin Attendant who gives notification of a possible error in awarding a block will submit a request for review to Planning and/or to the Committee, no later than the last day of the current month, before noon. Where Cabin Personnel are away from their home base during the above contesting period, the contesting period for those Cabin Personnel shall be within 48 hours of his return to his home base.

01. If the error of which the Company and/or the Committee has been notified is fact justified, the Company shall correct the error and the Cabin Attendant affected will be awarded the pairing they originally bid upon as an additional crew member. If this is not possible, the Cabin Attendant affected will be subject to no loss of pay for the month

affected and, if possible, the Company will set up the Cabin Attendant's schedule taking his bid into account and will notify the Committee accordingly.

B2.02.03 Flight time incorrectly indicated on a block as a result of an error in typing, addition or printing will be subject to correction for pay purposes and limitations.

B2.03 A member of the Committee provided for in 27.02, for each of the home bases, will be given a day off on the day that the blocks are announced. If notification of an error is given, he will also be given a day off on the last day of the month. He will receive a credit of 4 hours per day or the credits planned for his block, whichever is greater.

ARTICLE B3 PAIRINGS

B3.01 Pairings will be available, in sufficient numbers, in the crew lounge and online from 17:00 EST/EDT on the 11th day of each month until no later than the 12th day at 17:00 EST/EDT. The daily reserve staffing forecast requirements are available during this same period. Cabin Personnel will have from the 11th day at 17:00 EST/EDT to the 21st at noon of each month to enter their bids in the PBS. Any revisions shall be provided to Cabin Personnel as they occur.

B3.01.01 Once the blocks have been revised by the Block review Committee, the Company will make the blocks available, at the latest, on the 23rd of the month as soon as possible or by 16h00 EST/EDT at the very latest and as per B5.06. The Company shall post the block results for each base (master blocks) on the Internet, when available.

B3.01.02 Pairings shall have an 8 day maximum and must be less than 50 hours.

B3.02 Regular blocks will be established in such a way that the total flying hours are close to an average of 75 hours per Cabin Attendant, in keeping with the parameters set forth in the Agreement.

B3.02.01 Reserve blocks will indicate the blockholder's duty days, RAM and RPM, days off, untouchable days off and classification.

B3.02.02 Regular blocks will indicate days off and white days as well as pairings, requalification days and In-Flight Service meetings.

ARTICLE B4 AWARD INFORMATION

In order for Cabin Personnel to be able to bid for their monthly blocks, an explanatory letter will be issued and will contain the pairings and the following information.

B4.01 The deadline (time and date) for entering the information in the PBS.

B4.02 The list of pairings will indicate the following information for each flight or flight sequence:

- Date of operation
- Flight numbers
- Aircraft type
- Flight routing
- Per diem per pairing
- Local departure time
- Local arrival time
- Flight time credits
- Foreign language pairing
- Fatigue factor

The daily reserve staffing forecast requirements are provided with the list of pairings.

B4.03 The Company will publish on the intranet the names of Cabin Personnel requiring training during the month prior to the 12th of the preceding month or the next business day if the 12th falls on a week-end or statutory holiday.

- 1) The names of Cabin Personnel requiring training during the month;
- 2) Special assignments as soon as they are received from the Marketing Department.

B4.04 The Company will publish the following information on an annual basis:

- 1) The names of Cabin Personnel on vacation;
- 2) The names of Cabin Personnel scheduled for Flight Director Program activities

B4.05 The Company shall make available to Cabin Attendants a system that will allow them to have proof of all requests sent.

B4.06 The CSO will make available to Cabin Personnel on a layover the information mentioned above in Article B4.03.

B4.07 It is the Cabin Personnel's responsibility to check their voice mail, E-CREW System or call CSO on their return from an assignment in order to find out whether any changes have been made to their blocks.

B4.08 The CSO will call a Cabin Attendant who is late for their « Phone-in » or did not check-in on E-CREW, one time. The CSO will call the Cabin Attendant who is late at the first number in their file.

ARTICLE B5 BLOCK AWARDS

Preamble Cabin Personnel must enter the information relating to their schedule bids before the deadline, date and time, specified in Article B3.01, using the terminals available in each crew lounge or any other terminal accessible via the Internet or modem.

B5.01 Seniority will prevail in awarding blocks, taking into account the parameters set forth in the Agreement.

Any parameters that may affect bidding and that are not in the current collective agreement (ex: crew rest extension for the winter) will be publish on the Ibid system (info-flash).

B5.02 Block exchanges

A block, once awarded, may not be exchanged; however, pairings may be exchanged in accordance with the conditions stipulated under Article B12. A reserve block, once awarded, can be exchanged with another reserve block.

B5.03 Joint award

When 2 Cabin Attendants bid together, the seniority of the junior Cabin Attendant will govern the award.

B5.03.01 Different classifications When 2 Cabin Attendants in different classifications bid together, the seniority of the lower classification only may be relinquished.

When a joint award cannot be made, individual awards will be made in accordance with the seniority of each Cabin Attendant concerned.

B5.04 A Cabin Attendant who fails to submit a block bid for a given month will be awarded a block, according to his default schedule bid. If the Cabin Attendant has no default schedule bid, he will be issued a non-awarded block.

B5.05 Report to base during block month

Cabin Personnel scheduled to report to a base will be handled as follows.

General Cabin Personnel scheduled to report to a base on return from any leaves of absence provided for in the collective agreement will be permitted to bid prior to their return or arrival as long as they meet the deadlines specified in Article B3.01, and will be awarded a block in the normal manner.

Otherwise, they will not be permitted to bid and will be assigned to a reserve block on their return to or arrival at the base until the end of the month.

B5.05.01 Sick leave, maternity, parental leave and child care leave

Notwithstanding the foregoing, Cabin Personnel who have confirmation of their return to duty before the 18th day of the month preceding the return to work following sick leave, maternity leave, parental leave or child care leave, will be permitted to bid and will be awarded a block for the following month. Medical evidence to this effect must be provided with the bid.

A Cabin Attendant who is declared fit for duty after the block bidding period has ended shall be awarded flights from any available open flights and/or a reserve block. If any reserve days must be applied to the schedule, the Cabin Attendant will be considered a reserve blockholder as per article ARTICLE B9.

B5.06 No later than the 24th day of each month at 17:00 EST/EDT, the Company will make the block results available to Cabin Personnel at each crew lounge, in sufficient numbers.

B5.07 A Cabin Attendant who is awarded a block overlap flight will have his pairing containing that flight form an integral part of his block for the following month.

B5.08 Pairing re-work

B5.08.01 Change to commercial schedule, reduction or fusion of block complement

In the event of a commercial schedule change that does not require a reduction or fusion of complement, the Company may modify the pairings based on operational requirements. In this case, the Company will inform the cabin attendant affected by leaving a message on E-CREW.

If the flight/pairing requiring a reduction in complement (fusion of two flights or pairing, change of aircraft) is identified 2 days prior or more to the time that the cabin attendant has to report for his trip, the Company will inform the cabin attendant affected by leaving a message on E-CREW. In this situation, the trip will be awarded in order of classification seniority. If the senior cabin attendant does not want this trip, he must advise crew scheduling as soon as possible and no later than 18:00 EST/EDT two days prior to the flight departing. All flights/pairing rejected by the senior cabin attendant, will be placed on open. This flight/pairing however cannot be re-given to the same senior cabin attendant while on reassignment. Furthermore, following a block re-work only, a junior cabin attendant can open bid for the flight they have lost and will be given priority for that open flight.

If the reduction in complement is identified less than 2 days prior and before the cabin attendant reports to operate his trip, the flight/pairing will be awarded in order of seniority. Once this step has been taken and the positions are still not covered, the Cabin Attendant(s) with the least seniority will be assigned to that trip, without choice, until the required complement is met.

If the flight/pairing requiring a reduction in complement (fusion of two flights or pairing, change of aircraft) is identified at the time when a cabin attendant reports to operate his trip, then the award of this trip will be offered, in order of classification seniority, with right of refusal. Once this step has been taken and the positions are still not covered, the Cabin Attendant(s) with the least seniority will be assigned to that trip, without any right of refusal, until the required complement is met.

The Cabin Attendant whose trip is taken away is subject to reassignment in accordance with Article B7.

Should a reduction or fusion of block complement generate a requirement for one or more Cabin Attendant to deadhead on Air Transat and if time allows, the deadhead on Air Transat will be offered by seniority.

B5.08.02 Pairing errors

When, due to a pairing error, 2 complete or partial crews are scheduled to operate a pairing that 1 crew could operate, the regular blockholder affected will operate the pairing involved, in order of classification seniority. A Cabin Attendant whose pairing is taken away from him will be subject to reassignment in accordance with Article B7.

B5.08.03 Compliance with working time and rest time standards

A Cabin Attendant who cannot operate a flight or a pairing, because working time or rest time standards cannot be respected will be reassigned in accordance with Article B7.

B5.08.04 Addition or removal of a training day

The addition or removal of a training day on a given block will not result in application of Article B7 or Article B.10. It is agreed that training may not be added on one or more days during which a pairing has been scheduled.

B5.09 Pairings – Foreign languages

Pairings requiring the presence of a Cabin Attendant who is proficient in the language of a given flight destination will be awarded according to seniority and will first be subject to bids from a Cabin Attendant belonging to the Flight Attendant classification.

If no Flight Attendant whose name is marked on the list of Cabin Personnel qualified for a foreign language has bid for the pairing identified to that effect, the CSO will draft the qualified Flight Attendant with the least seniority.

However, if no Flight Attendant qualified for a given language has completed the "Foreign Languages Qualifications" form available from In-Flight Service (see Appendix B), then a Flight Director classification who has filled out the form may be awarded a foreign language pairing, in order of seniority.

B5.09.01 For flights requiring Cabin Personnel qualified in the official language of the country served by Air Transat, the Company may assign a maximum of two Cabin Attendants who speak the official language of the country, if that flight is operated on an A-330, and one Cabin Attendant in the case of a B-757, B737, A310 or A320.

B5.09.02 On the other hand, for any pairing combining more than one destination requiring Cabin Attendants qualified in the official language of each country served by Air Transat, the Company establishes the language qualifications required of the Cabin Personnel. A maximum of 2 qualified Cabin Attendants per flight will be assigned if the pairing includes 2 destinations requiring two foreign languages or a maximum of 3 (A330) if the pairing requires 3 Cabin Attendants who are language qualified.

B5.09.03 At the choice of the Cabin Attendant, a maximum of 70% of the monthly average of 75hrs = 52 hours) shall consist of flights with language requirements for Cabin Attendants who are language qualified. The difference in hours will be given, by seniority, at the choice of the Cabin Attendant. The flights not covered by language qualified Cabin Attendants, shall be assigned to Cabin Attendants on reserve with partial blocks and have a foreign language qualification.

A subcommittee will be created to analyse options that will not negatively impact the LQ coverage and at a reasonable cost for system configuration.

B5.10 The Company shall send to the Union not later than the 20th of the month in the crew room the actual schedule operated by each Cabin Attendant in order of seniority for the previous month. This shall contain the following information in the same format as the blocks;

- Name,
- Employee number,
- Seniority number,
- Flight numbers of flight operated,
- Credits for each flight.

B5.11 The Block Review Committee (PBS) shall be informed of all changes to the PBS system. All PBS parameter constraints will be made available to the block review committee.

ARTICLE B6 LIMITATIONS, REST AND DAYS OFF

B6.01 Monthly flight time

B6.01.01 Scheduled maximum monthly limitation

The scheduled maximum flight time limitation in any month will be 85 hours; however, this limitation may be extended to 90 hours for 50% of regular blocks at each home base during the months of January, February, March, July, August and September, if there are no layoffs at any base.

On a voluntary basis, a Cabin Attendant may refuse to be imposed 2 periods of 85 hours in 2 weeks on a 4 week rotating period.

B6.01.02 The absolute maximum monthly limitation will be 95 hours.

.01 Overprojection for the first 15 days:

When a Cabin Attendant is projected to exceed the absolute maximum monthly limitation as the result of additional flight time worked during that month, he will be required to drop a flight or flight sequence, as follows.

a) Voluntary drop

A Cabin Attendant may drop a flight or flight sequence of his own choosing, up to a maximum of the time required, provided that he gives the CSO at least 24 hours notice and that alternative coverage can be secured for his flight.

b) Compulsory drop

The Company will drop the last flight or flight sequence in his block, up to a maximum of the time required.

.02 Overprojection for the last 15 days:

By way of exception and only for the last 15 days, a Cabin Attendant may exceed the absolute maximum monthly limitation as per B6.01.02 only to operate a flight sequence (pairing) bringing him back to his base during the same month, provided that half the flight time and credits planned for the entire pairing does not result in exceeding this limitation.

Exceeding the absolute maximum monthly limitation to return to home base does not apply in the case of overlapping of a pairing onto the following month.

B6.01.03 Prorating

The scheduled maximum monthly limitation will be reduced by 2 hours and 10 minutes for each day off the payroll.

B6.02 A blockholder will receive 10 days off per month, including 4 untouchable days, if his name is on the payroll for the complete duration of that month. Untouchable days off will be awarded as follows:

1. A period of 48 untouchable hours;
2. A period of 24 untouchable hours added to a period of 24 hours of regular time off;
3. An untouchable period of 24 hours shall be added at the end of the time off.

B6.02.01. A Cabin attendant may elect to separate a 48 or 72h hours period of days off in order to accommodate an open bid (ARTICLE B8) or a flight exchange/donation (ARTICLE B12) by notifying CSO at the time of the request. In such cases, an IOU will not be given to the Cabin Attendant and his day off may result in a stand-alone day off.

B6.03 Duty period

A period between two legal rest periods, in accordance with the following rules.

DUTY PERIOD COMMENCES

Continental flights

1 hour prior to scheduled departure or, in case of delay, the recalculated departure time as set out in Article B6.04.

Overseas flights (ex Canada)

1 hour and 20 minutes prior to scheduled departure or, in case of delay, the recalculated departure time as set in Article B6.04.

Overseas flights (ex Europe)

1 hour and 20 minutes prior to scheduled departure or, in case of delay, the recalculated departure time as set out in Article B6.04. (Crew pick-up may not be scheduled more than two hours before departure.) If the pick-up is over two hours before flight departure, the time over two hours will be added to the scheduled duty period and the Union will be notified.

DUTY PERIOD TERMINATES

15 minutes
after blocks are inserted.

15 minutes
after blocks are inserted.

15 minutes
after blocks are inserted.

Training

1 hour prior to the start of training

When the training ends.

Deadhead

Half an hour before the scheduled deadhead-flight time or the departure of ground transportation, if the latter is over one hour long.

Actual arrival of deadhead flight

Any early pick-up for personal reasons will not be added to the duty period.

B6.04 Delay

B6.04.01 When a Cabin Attendant is notified of a delay before leaving his rest facility, the beginning of the duty period is delayed according to the new flight departure time or the deadhead to which he was assigned, up to a maximum of 3 hours. Should the delay exceed 3 hours, the duty period is considered to have started 3 hours after the initial time at which the Cabin Attendant was to report for duty.

B6.04.02 When a Cabin Attendant reports for duty without having been notified of the delay, the duty period shall begin at the original time at which the Cabin Attendant was to report for duty.

B6.04.03 When, at the end of a pairing, a delay causes a Cabin Attendant to arrive at his base more than 3 hours late, the CSO must, at the Cabin Attendant's request and according to his instructions, inform the person designated by the Cabin Attendant of the delay. However, the Cabin Attendant, if he so desires, may register permanent written instructions with the In-flight Service to that effect. In this case, when there is a delay of more than 3 hours, the CSO will automatically notify the person designated by the Cabin Attendant.

B6.04.04 In the event of a delay, the CSO must notify the Flight Director at his hotel, as soon as possible, through a silent or flashing light system, or by slipping a message under the door indicating the new departure time. The Flight Director is then responsible for notifying his crewmembers in the same way. The Flight Director shall confirm receipt of the delay information to the CSO. If no such confirmation is received, the CSO shall contact the Flight Director at the time originally scheduled for the wake-up call.

B6.04.05 Once the Cabin Attendant has been advised of said delay, and is unable to gain access to the hotel room previously assigned or a room in the same hotel due to unavailability, the Company must take the necessary measures to find another room or private resting area. In such a situation, the Cabin Attendant may have to share a room or private resting area with other Cabin Attendants.

B6.04.06 If the Company is unable to provide a Cabin Attendant with a room or private resting area and the delay in turn prolongs the duty period in excess of 14 hours at their home base or 16 hours on layover ; the Cabin Attendant may take advantage of the rest period provided for in Article B13.02.01.

B6.04.07 Should the Company declare a new legal rest period or the Cabin Attendant choose to take a new legal rest period, this period shall begin the moment the Cabin Attendant has their own room.

B6.04.08 Reporting for duty

Cabin Attendants will report for duty via e-Crew, between 12h00 and 4h00 prior to the scheduled departure time of an assigned flight.

It is the responsibility of the Cabin Attendants to verify that there has not been a change to the flight departure time no later than 4h00 prior.

In case of a delay known before the end of the phone-in period, CSO will attempt one call at the number listed as priority No. 1 on ECREW. He will be notified of the delay and article B6.04.01 will apply.

In case of a delay known less than 4h00 prior to ETD, CSO will attempt one call at home as listed as priority No. 1 on ECREW

- a) If the Cabin Attendant answers, he will be notified of the delay and article B6.04.01 will apply.
- b) If the Cabin Attendant does not answer, Article B6.04.02 will apply and the duty period will begin at the original time at which the Cabin Attendant was to report for duty.

B6.05 Scheduled maximum daily limitation

A duty period will not be scheduled to exceed 14 consecutive hours other than by agreement between the parties.

However, if the duty period specified in the first paragraph is followed by deadheading that allows the Cabin Attendant to return to his home base, the duty period may be extended by 1 hour.

B6.06 Absolute maximum daily limitation

The absolute maximum daily limitation is 16 hours.

B6.06.01 At any home base

When, according to the official forecast from the Strategic Operations control (SOC) Centre, a copy of which is given to the Flight Director, the duty period is expected to exceed the scheduled maximum daily limitation defined in Article B6.05, the Cabin Attendant is not required to remain on duty. The Cabin Attendant will immediately notify the Flight Director of his decision to take advantage of his legal rest period, and this decision is irrevocable. At that point, the Flight Director informs the CSO of the Cabin Attendant's decision.

In the event where the document cannot be provided in paper format, it shall be provided in via a suitable method of communication to the Cabin Attendant concerned in order for them to be informed, such as a smart phone or text message.

B6.06.02 Away from home base

When, according to the official forecast from the Strategic Operations Control (SOC) Centre, a copy of which is given to the Flight Director, the duty period is expected to

exceed the scheduled maximum daily limitation defined in Article B6.05, that duty period shall not exceed the limitation in Article B6.06.

B6.07 Excess duty

A Cabin Attendant on duty for 14 hours 00 minute up to 14 hours 59 minutes will be granted a premium of 100.00\$. If the Cabin Attendant continues his duty period and works for 15 hours 00 minute up to 16 hours 00 minute, he will be granted an additional premium of 200.00\$.

The premium provided for when a Cabin Attendant is on duty for 14 hours 00 minute up to 14 hours 59 minutes does not apply if the scheduled duty period is 15 hours 00 minute long (including a deadhead after the trip), in accordance with Article B6.05, except if the duty period exceeds 14 hours 00 minute before the start of the deadhead.

B6.08 Release from duty

In accordance with Article B6.06.02, if and when, according to the official forecast from the Strategic Operation Control Centre (SOC), a copy of which is given to the Flight Director, the duty period is expected to exceed the absolute maximum daily limitation defined in Article B6.06, the Company will designate the station or base where the release from duty will be effective, within the absolute maximum duty period as per Article B6.06.

B6.09 Exceptional and uncontrollable circumstances

Notwithstanding article 3.01, under exceptional and uncontrollable circumstances, a 750.00\$ premium, over and above premium provided under Article B6.07, will be given to Cabin Attendants working beyond the absolute daily maximum limitation allowed in Article B6.06.

If circumstances change after accepting this premium, leading to a longer on duty period than agreed to at the time of the offer, the cabin personnel will be notified of any changes and may at any time change decision and exercise their legal rest period as provided in Article B13.02.

It is understood that the cabin personnel's choice is made on an individual basis, and that no undue pressure or retaliation may be imposed to a cabin personnel refusing the premium to exercise his/her legal rest period.

The Company acknowledges that exceeding the absolute daily maximum limitation as defined in Article B6.06, is an exceptional measure and not a common practice.

B6.10 In-flight rest periods and crew meals

B6.10.01 In-flight rest periods

On any flight or part thereof over 4 hours long, a Cabin Attendant will benefit from a legal in-flight rest period of 15 minutes.

On any flight or part thereof over 6 hours long, a Cabin Attendant will benefit from a legal in-flight rest period of 30 minutes. Such rest period may be split into two 15 minute periods.

On any flight or part thereof over 8 hours long, a Cabin Attendant will benefit from a legal rest period of 45 minutes split into two periods, one of 30 minutes long and the other 15 minutes.

On any flight or part thereof less than 4 hours long, a Cabin Attendant will benefit from a 30 minute rest period on the ground, once relieved of all responsibilities (Customs procedures, assistance to passengers).

For flights to Florida operated on a B-757, the rest period on the ground will be 15 minutes, once relieved of all responsibilities (Customs procedures, assistance to passengers, etc.).

If, for exceptional reasons, the rest period is not possible, the Cabin Attendant will be entitled to a 20\$ meal allowance in accordance with Article 21.02

B6.10.02 Rest facilities for Cabin Personnel

In accordance with the following stipulations, rest facilities for Cabin Personnel will be established aboard the aircraft in order to give the Cabin Attendants some privacy.

Rest facilities will be reserved as follows: seats 39-ABC on the Boeing 757; seats 31-ABC on the Airbus 320; seats cabin "D" last row DEF on the Airbus 330, last row of seat DEF on the Airbus 310 and seats 29 ABC on the Boeing 737.

The designated seats will be made available to revenue or interline passengers only once all other seats have been taken; however, the seat covers must be identified with "crew/équipage".

These rest facilities may change due to any subsequent modifications in the aircraft configuration, including modifications for commercial requirements; however, such changes will be made only upon consultation with the Union.

Moreover, in order to give Cabin Personnel some privacy, the galleys must be equipped with curtains

In order to ensure that the seats are assigned correctly, the Company must:

- Integrate, at the stations, where the technology is available, within the seat selection system, parameters that ensure that the rest facilities are not assigned to passengers, unless all other seats are occupied;
- At the destinations where the cabin plans are used, the stickers identifying the rest facilities shall be removed in order for passenger seats to be identified by hand;
- Continue inspections and reminders systematically, for the entire duration, across the stations;
- Continue to identify on the passenger manifest, for all aircrafts, all the rest facilities as rest areas on board for the crew;
- In a situation where the designated rest facilities are assigned by ground personnel and that the seats on board the aircraft are not all occupied, we shall ask a passenger service agent or a representative of the Company to relocate the passengers to another seat on board the aircraft. A maximum of 15 minutes is allotted for each leg of the flight;

- For all flights with a double stop, the rest facilities for the crew shall be reserved up to the second stop, at which time they may be assigned if all other seats are occupied;
- A flight shall be considered as full when the number of passengers is superior to the total number of seats on the aircraft, excluding the rest facilities.

Air Transat commits to reconfigure the aircrafts with crew comfort seats in the cabin. This reconfiguration shall take place gradually. When the reconfiguration of the cabins begins, the Cabin Attendant shall be entitled to sleep on board during their rest period only on the aircrafts that have dedicated crew comfort seats.

Whether or not the aircraft is equipped with crew comfort seats, the Cabin Attendant can sleep on night flights during their rest period.

The Company and the union agree to dedicate a certain number of crew jumpseats /comfort seat (similar or identical to the type that are currently on the former Aero Mexico A330) to Cabin Attendants to allow them additional comfort during their inflight rest periods on wide-body aircraft types.

In the event where no suitable space exists for these seats on certain aircrafts, the parties will examine other options to resolve this situation. These options could include the payment of a premium when Cabin Attendants are required to work on an aircraft that is not equipped with crew seats and when the crew row is unavailable.

B6.10.03 Crew meals

The Company will provide a crew meal to Cabin Personnel operating any flight or part thereof as well as a healthy snack, if such is scheduled on the service procedure, unless provision is made for a meal allowance or an amount of money. The Company agrees to provide varied, balanced meals that are the same as the pilots in type and quality, including fruits and sandwiches.

The Company must provide varied and balanced healthy meals and snacks, available in sufficient quantities as per the recommendations of the Committee stipulated in Article 27.02.13.

ARTICLE B7 REASSIGNMENT

B7.01 Reassignment of Cabin Personnel at his home base

When a regular blockholder is withdrawn from a pairing or part of a pairing, under the terms and conditions of Article B5.08, or when his pairing or part of his pairing is delayed and that this delay is overlapping onto an untouchable day off, he will be reassigned in accordance with this Article.

B7.02 Notice of cancellation to Cabin Personnel

B7.02.01 In accordance with Article B5.08, Cabin Personnel will be notified via E-CREW, in their voice mail, when a pairing scheduled on their block is cancelled or delayed. Cabin Personnel notified in this way will comply with the reassignment procedure specified in Articles B7.03 and B7.04.

B7.02.02 If notification of the cancellation or the delay cannot be given in accordance with Article B5.08 because the information was not available, or if the cancellation or the delay is made on the first day of the pairing, the Cabin Attendant may be reassigned provided that he is informed of such reassignment no later than 2 hours after the scheduled departure time for the cancelled pairing. If he is not reassigned at that time, the Cabin Attendant will be relieved of all duties and, in the case of a multi-day pairing, he will have to comply with the terms and conditions of Article B7.03.02.

B7.03 Communication with CSO

A Cabin Attendant who is informed in accordance with Article B7.02.01 and who has to be reassigned may be contacted by the CSO between 19:00 and 20:00 local time for each home base on the day before the date of the cancelled pairing unless he is entitled to a rest period provided in Article B.13.01.06 for that time of the day. At the time of this call, CSO can award a pairing for the following day if need be. CSO will contact the Cabin Attendants in reverse order of seniority. If the CSO is unable to reassign the Cabin Attendant at the time of his call, he will remain available between 07:00 and 08:00 the following day (local time for each base), unless the Cabin Attendant is entitled to a rest period provided in Article B.13.01.06 for that time of the day.

B7.03.01 In case of a one-day pairing

If the CSO awards him no replacement pairing in accordance with Article B7.04, the Cabin Attendant will be relieved of all duties and will resume his regular block.

B7.03.02 In the case of a multi-day pairing

The Cabin Attendant will comply with Article B7.04 for each of the days of the lost pairing until 1 of the 2 following possibilities occur:

- .01 The Cabin Attendant is reassigned to a pairing or pairings and that this or these reassignments will allow to recover up to the total of numbers of lost flying hours;
- .02 The period of the multi-day pairing is over;
- .03 In the case of a domestic night pairing or a pairing that is scheduled to return after midnight, Cabin Personnel shall be reassignable on the 1st day only.

B7.04 Reassignment procedures

The Company may reassign to a pairing, in the current month, a Cabin Attendant who is affected in this way, and only on the day(s) of the originally scheduled pairing (no white days*).

*Exception: A white day can be flown into only if the return portion touches the white day and does not affect a subsequent flight.

Example:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Reassign	Reassign	Reassign	<u>white</u>	Flight	Flight

CSO can assign the flight in the above example only if the return flight of a flight/pairing has left on Wednesday and is scheduled to return on Thursday to home base.

B7.04.01 In replacement of the lost work days, pairings will be assigned in reverse order of seniority. The hours will be distributed in an equitable fashion among the affected Cabin Attendants.

B7.05 A Cabin Attendant who is reassigned according to this Article will resume his regular block as quickly as possible.

B7.06 A reassigned Cabin Attendant will have a minimum of 2 hours and 30 minutes to get to the airport, if he is not already there.

B7.07 Missed connection

A Cabin Attendant who cannot work a flight in his pairing due to a missed connection, because of a delay in the operation, will be reassigned in order to return to his pairing as soon as possible, if need be. If unable to return to his pairing, he will be reassigned as long as that reassignment brings him back to his home base on the return date scheduled for his initial pairing. In the event of a force majeure, the CSO is authorized to bring back the Cabin Attendant to his home base no later than the day after the last day of his initial pairing.

B7.08 Cabin Attendants may operate a pairing which exceeds the maximum number of hours lost only to return to home base and provided the assigned pairing is within the day(s) of the originally scheduled pairing and in accordance with Article B7.04.

Example 1

Your 5 day pairing of 25 hours in credits is cancelled and you are on reassignment for the next 5 days.

- Day 1 : You are assign to a turnaround flight of 10 hours in credit.
- Day 2 : No flight has been assign to you.
- Day 3 : You are assign to a turnaround flight of 10 hours in credit.
Total of 20 credits.
- Day 4 : No flight has been assign to you.
- Day 5 : You are assign to a turnaround flight of 7.5 hours in credit.
4 hours on the outbound and 3.5 hours on the inbound flight.

This example is legal even though the total number of hours of the reassignment is 27.5 hours. Whereas the flight credits to be reassigned, prior to the beginning of the last flight, i.e. the 5th day, does not surpass the maximum of 25 hours to be reassigned, this overage is acceptable. The excess must only be in the instance where the Cabin Attendant is returning during the last flight.

Example 2 :

Your 5 day pairing of 25 hours in credits is cancelled and you are on reassignment for the next 5 days.

- Day 1 : You are assign to a turnaround flight of 10 hours in credit.
- Day 2 : No flight has been assign to you.

- Day 3 : You are assign to a turnaround flight of 10 hours in credit. Total of 20 credits.
- Day 4 : No flight has been assign to you..
- Day 5 : You are assign to a turnaround flight of 11.5 hours in credit. 6 hours on the outbound and 5.5 hours on the inbound flight.

This example is not legal as the total number of flight credits to be reassigned before the beginning of the last flight on the 5th day is of 26 hours.

B7.09 Crew scheduling may reassign Cabin Attendants via E-CREW in reverse order of seniority as per Article B9.15.

ARTICLE B8 OPEN PAIRING

B8.01 Open pairing list

The CSO will maintain a daily open pairing list. This list will be available for open biddings as the pairings become available.

B8.02 The open pairing list will indicate the following information for each pairing:

- Date of operation
- Local departure time
- Pairing numbers
- Local arrival time
- Aircraft type
- Applicable credits
- Routing
- Number of Cabin Attendants required, by classification

B8.02.01 The Company will notify Cabin Personnel of any open pairing, in a general message, through their E-CREW, as soon as these pairings become available. This message will be updated on a daily basis between midnight and 6:00 EST/EDT. The Company must automatically post all the open pairings in the system.

B8.02.02 Any pairing for the following month that could not be input into the PBS before 17:00 EST/EDT on the 20th of each month will be considered to be open pairings and will be awarded in accordance with Article B8.08

B8.03 Open pairing bid

Regular blockholders may bid for open pairings indicated on the open pairing list or for open pairings that may become available in the future.

B8.04 Eligibility

A regular blockholder will be eligible to bid for open pairings provided he is legal in every respect and available to operate his block subject to the following:

- An IOU will not be given to the Cabin Attendant and his day off may result in a stand-alone.
- A Cabin Attendant may exceed the scheduled maximum monthly limitation of 85 hours, but he may not exceed the absolute maximum monthly limitation of 95 hours.

B8.05 Bid process

An open pairing bid book will be kept up to date and will indicate the conditions required for a valid bid.

B8.06 Bidding

A regular blockholder may bid either for a specific pairing on the open pairing list or for a specific type of pairing on specified dates not on the list.

When a Cabin Attendant does not bid on a specific open pairing, the following will be included in the request; otherwise, the bid will be considered invalid:

- date(s) desired;
- route preference.

This bid will remain in effect until the specifications have been met or the dates have expired.

B8.07 Bid procedure

A regular blockholder will personally complete the open bid request via Trip Trade in accordance with the timelines specified in 0. If the Cabin Attendant chooses to open bid through Trip Trade, a confirmation will be given.

B8.07.01 Late bid

A bid submitted after the bid deadline will be accepted but will not be considered until all bids submitted by the deadline have been processed.

B8.07.02 Invalid bid

A bid that is incomplete will be considered invalid.

B8.08 Award

A pairing is open or becomes open in the following cases:

- Over 72 hours before the departure of the pairing;
- Over 48 hours before the departure of the pairing;
- 48 hours or less before the departure of the pairing.

B8.08.01 Award for pairing available on open 72 hours or more before departure of pairing.

No later than 72 hours before the departure of the pairing, Trip Trade will award the open pairing for each classification in order of seniority to a Cabin Attendant who volunteers to obtain or substitute a pairing. The Cabin Attendant must bid at least 72h01 before the flight or pairing departure and will be notified in ECREW no later than 71h00 before the flight or pairing departure.

However, notwithstanding the preceding paragraphs, a Cabin Attendant may not be awarded an open pairing if the substitution prevents him from operating his pairing of the day prior to this open pairing.

B8.08.02 Award for pairing available on open 48 hours or more before departure of pairing.

No later than 48 hours before the departure of the pairing, Trip Trade will award the open pairing for each classification in order of seniority to a Cabin Attendant who volunteers to obtain or substitute a pairing. The Cabin Attendant must bid at least 48h01 before the flight or pairing departure and will be notified in ECREW no later than 47h00 before the flight or pairing departure.

Notes:

01. Cabin Attendants cannot substitute an originally awarded pairing which includes a deadhead on another carrier except in the case of a subcontract or unless the carrier does not charge the Company an extra fee to change the ticket.
02. The open pairing does not conflict with more than one other pairing on the Cabin Attendant's schedule except in the case of a subcontract.

B8.08.03 Award for pairing available on open 48 hours or less before departure of pairing

The CSO will award the open pairing in the following order:

01. A Cabin Attendant on reassignment according to Article B7; for each Cabin Attendant classification;
02. A Cabin Attendant who volunteers for obtaining a pairing, without the possibility of substituting a pairing, in order of seniority for each Cabin Attendant classification;

Note: in applying the terms in item 02 above, the CSO will notify the Cabin Attendant as soon as possible.

Twelve hours prior to departure, all flights will be assigned as per Article B9.

B8.09 An open flight awarded to a Cabin Attendant will be considered to be part of the regular block of the Cabin Attendant to whom it is awarded.

B8.10 If the Cabin Attendant so wishes, he may remove himself from an open bid by 18h00 EST/EDT 2 days prior to the flight or pairing

EXAMPLE: If the flight is scheduled to leave anytime on a Wednesday, the Cabin Attendant will have up until 18:00 EST/EDT on the Monday to remove himself from the open bid.

ARTICLE B9 RESERVE

B9.01 Preamble

For each of the home or seasonal bases, the number of reserve blocks for each Cabin Attendant classification must represent at least 15% of the equivalent of the number of regular blockholder and Cabin Personnel on vacation during that month.

B9.02 A Flight Director Reserve blockholder may be used only in his respective classification, unless no reserve blockholder in the Flight Attendant classification are available. For any pairing over 2 days long, the Company may move the days off in order to assign the Flight Director to the pairing that needs to be operated

NOTE 1: In all these cases, Article B15.04.01 or B15.04.02 will apply.

NOTE 2 : When a Flight Director is assigned to the Flight Attendant classification, he will choose his position according to his seniority standing.

B9.03 Preparation of reserve blocks

B9.03.01 Days off

A reserve blockholder will be entitled to receive 12 days off in each month, including 5 untouchable ones, according to the following combination: **** *X XX XX XX. The order of these combinations may vary.

B9.03.02 Consecutive working days

A Cabin Attendant may not work over 5 consecutive days on reserve duty and/or in training, including overlaps from one month to the next; nevertheless, when an exchange in reserve day is requested by the Cabin Attendant, the maximum may be 10 consecutive days as per Article B.12.05.

B9.04 When scheduled days off have to be moved due to the needs of the operation, they must be replaced during that same month or the following one, at the latest, if the Cabin Attendant's schedule does not provide for any other reserve day during that month.

B9.05 A Cabin Attendant may be awarded a flight overlapping onto his days off that are not untouchable but will never be assigned a flight overlapping onto his untouchable days off.

B9.06 At the time the CSO grants an assignment to a reserve block holder the following criteria will be prioritized in this order:

1. All cumulative credits to date in current month, including vacation credits, sick credits, union leave, training, etc.
2. Number of days off affected as per Article B9.08.

B9.06.01 The Company must prioritize a reserve blockholder who is language qualified to replace a language qualified Cabin Attendant when the latter cannot operate his pairing, provided that Articles B9.05 and B9.06 are adhered to. No pairings are to be held back by the Company for the reserves that are language qualified.

Addition of language qualified pairings to the reserve blocks

When language qualified pairings remain available following the application of B5.09.03, the Cabin Attendants on reserve shall be assigned by seniority to a varied block with flights and days on reserve. The Cabin Attendants with language qualifications on reserve shall be assigned a block with a maximum of 37.5 hours per month, the other flying hours shall be assigned on their days on reserve. Following this exercise, no

flight shall be withheld by the Company in order to use reserves that are language qualified.

The whole of articles B5.09.03 and 0 applies to Cabin Attendants who have a mixed block of flights and days on reserve.

B9.07 When more than one flight is available, the Cabin Attendant with the most seniority will have the choice of flight that he wants to operate, while respecting the principles outlined in B9.06. The CSO must offer all of the flights available at the moment of assignment of a flight to a reserve blockholder. The Cabin Attendant on reserve must make their choice at the moment of the call. However, for flights that require reserve manpower as a result of a last minute book off, a no show, irregular operations, a personal emergency day, or any other scenario that may be beyond the Company's control, and are departing in less than 4 hours, this article will not apply.

B9.08 A reserve blockholder will not be assigned to a flight that overlaps onto one of his days off if another reserve blockholder, in the same classification, whose days off would not be affected, is available and qualified to operate the flight; however, if the Cabin Attendant's days off must be moved, the assignment will be given to the Cabin Attendant whose number of days off will be the least affected. It is agreed that untouchable days off cannot be changed

B9.09 A reserve blockholder will input and maintain his contact phone number(s), via E-CREW or by calling crew scheduling, indicating the telephone number(s) where he may be reached at all times. If there is more than one number, a priority must be indicated.

B9.10 Any Cabin Attendant who could not be reached at his priority one (1) telephone number after 2 calls from the Company, spaced out at least at 10 minute intervals, will be considered unavailable. These 2 calls will be made to the same priority one (1) number and the reserve block holder will have 10 minutes to return the 2nd call before being considered unavailable.

B9.11 The reserve blockholder must be notified at least 3 hours and 30 minutes before flight departure.

In case that the reserve is notified with less than 3h30, a 150\$ premium will automatically be applied.

In the event it is impossible to comply with the time period specified above, the Cabin Attendant may demand a maximum of 2 hours and 30 minutes following the call from the CSO in which to report for work

Notwithstanding the foregoing, the reserve blockholder will be informed as soon as possible and will be released from his reserve duty until his assignment, if possible.

B9.12 AM / PM reserves

RAM hours of reserve will be from 00h00 to 11h59.

RPM hours of reserve will be from 12h00 to 23h59.

A Cabin Attendant on reserve during one of these periods must be available according to the terms of Articles B9.09 and B9.09. When you have a RPM shift followed by a white day, your shift will end at 23:59. When you have a RPM shift at the end of the

month, your shift will end at 23:59. If a called is made outside the hours above, it will be considered a draft and the draft premium will apply.

B9.12.01 Bidding / Awards

AM reserve will be identified on the blocks in the following manner: RAM.

PM reserve will be identified on the blocks in the following manner: RPM.

The Company will determine the number of RAM and RPM reserves required each day during the month; a Cabin Attendant will bid his choice dates of RAM and RPM and the awards will be done by seniority.

B9.12.02 Availability

A Cabin Attendant on reserve may be assigned to operate a pairing which starts outside of the hours of his AM or PM reserve.

B9.13 CSO's will leave a message and it is the Cabin Attendant's responsibility to return the CSO's telephone calls as promptly as possible.

B9.14 A Cabin Attendant will never be on reserve duty other than at the Cabin Attendant's home base.

B9.15 It is the responsibility of a reserve blockholder to contact CSO or verify E-CREW upon arrival at home base to see if he has been awarded a pairing which operates during the reserve blockholder's next reserve period and therefore avoid possible interruption of their crew rest.

B9.16 Should the Company wrongly assign a pairing and not correct the mistake within 10 minutes, the Cabin Attendant will have a legal rest period as per Article ~~ARTICLE~~ B13 starting at the time of the last call and will receive 4 hours flight credits.

ARTICLE B10 DRAFT

When an open flight is imposed on a Cabin Attendant in accordance with the award rules and draft sequence specified in Article B10.04, the Cabin Attendant will be granted compensation according to Article B10.06 in the expense account of the following month.

At the time of a draft where the imposed flight is substituted for another one that is operated as originally scheduled in the block of the Cabin Attendant affected, Article B10.05 applies in addition to the premium specified in Article B.10.06.

B10.01 The Company acknowledges that drafts are exceptional measures and not common practice.

B10.01.01 Any pairing not awarded according to the provisions of reassignment, open flight or reserve clauses will be awarded in accordance with Article B10.

B10.01.02 At the airport, the Company may only draft a Cabin Attendant assigned to a turnaround pairing to operate another turnaround pairing. This draft shall not prevent the Cabin Attendant from operating his next scheduled flight or pairing.

B10.01.03 Deadheading Cabin Attendant

A Cabin Attendant normally supposed to deadhead may be drafted in reverse order of seniority in order to operate the flight or flight sequence on which he was originally supposed to deadhead. In such a case, the premium specified in Article B10.06 does not apply.

B10.02 Draft procedure – Different classification

B10.02.01 When no Flight Director is available for a draft, the company will draft in the following order to fill the position:

1. A Cabin Attendant who is receiving the Flight Director premium but operating the flight as a Flight Attendant;
2. The most senior Flight Attendant that accepts the responsibility, but has a minimum of 1 year of active flying;
3. In the case that no Flight Attendant has a minimum of 1 year of active flying, the Flight Attendant with the most experience will take over the Flight Director position and its responsibilities.

B10.02.02 Notwithstanding Article B10.02.01, a Flight Attendant may refuse to be drafted as Flight Director unless he is the junior Flight Attendant or is receiving the Flight Director premium. A Cabin Attendant who has been trained in the Flight Director classification and is on the Flight Director list cannot refuse to be drafted into a higher classification.

B10.02.03 Notwithstanding the preceding paragraphs, if a pairing leaves a home base without a Flight Director from the Flight Director classification, the Company will replace him with a qualified Flight Director from the Flight Director classification if the pairing has an en-route stop at another home base if operationally feasible.

B10.03 Draft procedure – Crew base

Open flights subject to the draft procedure will be assigned subject to the crew complement, in reverse order of seniority.

B10.04 Standard draft sequence

B10.04.01 Cabin Personnel will be drafted in reverse order of seniority, according to the following sequence:

- 1) Cabin Personnel that have less than 65 hours and are on a white day;
- 2) Cabin Personnel that have more than 65 hours and are on a white day;
- 3) Cabin Personnel that have less than 65 hours and are on a day off;
- 4) Cabin Personnel that have more than 65 hours and are on a day off;
- 5) Cabin Personnel that have more than 65 hours and are operating a scheduled flight or pairing that day.

B10.04.02 A Cabin Attendant will not be drafted if:

- 1) it is impossible to rectify his overprojection (i.e., over 95 hours), during the current month as per article B6.01.02;

- 2) he has already been drafted during the current month and the Company has not attempted to draft all other Cabin Attendants at the base. In the event that a Cabin Attendant is drafted any other time during the same month, he may refuse the draft.
- 3) he was unable to benefit from the minimum rest period provided for in Article B13;
- 4) the draft is on the days immediately before and/or after a vacation period;
- 5) the draft reduces the guaranteed minimum number of days off, unless another day off is granted to him during the same month or doubled during the following month. He shall not have a day off repaid retroactively.

B10.05 Credits

When a regular blockholder is drafted, he will be entitled to receive the greater of the scheduled flight time credits and premiums lost as a result of the draft in that month or the actual credits earned.

B10.06 For all drafts, the Cabin Attendant will be granted a flight premium of 250\$.

This premium is not applicable for flight attendant upgraded. It is understood that the upgraded flight attendant will receive the flight director premium as per article 24.02.

These premiums will be paid on the next month's expense account.

ARTICLE B11 SHARED BLOCKS AND MINI BLOCKS

B11.01 In order to reduce the impact of layoffs that could affect Cabin Personnel, they may bid for shared blocks, if they wish, according to the following terms and conditions:

- Two Cabin Attendants in the same classification, for a given period of time, will submit a joint bid to share a regular or a reserve block for any period in which no vacation falls, for a minimum period of 1 month and a maximum of 3 months. The bid must be submitted to Planning before the 12th day of the month preceding the start of the shared block;
- The monthly regular or reserve block will be awarded according to the Cabin Attendant with the least seniority;
- In order to share pairings, the 2 Cabin Attendants will indicate, within 2 days after the monthly block has been awarded, which of the 2 Cabin Attendants will operate each part of the block (white days, reserve days, days off and pairings);
- For regular blocks, the 2 Cabin Attendants will receive flight time credits and flight time applicable to the pairings operated during that period;
- By way of exception, in this case, Article B15.01.01 (minimum 65 hours) will not apply to the Cabin Attendants concerned;
- For reserve blocks, a Cabin Attendant will receive half the credits provided in the guaranteed minimum or the flight time credits actually worked, whichever is greater;

The cumulative total of the flight time and/or credits of the 2 Cabin Attendants may not exceed 95 hours a month.

- The shared block will be final and binding unless one of the 2 Cabin Attendants concerned is laid-off during that time, in which case, the other Cabin Attendant will be obliged to operate the pairings in the laid-off Cabin Attendant's block;
- The Cabin Attendant's benefits will continue to accrue for the first 6 months of work on a shared block. Over and above that period of time, the benefits will be prorated according to the time worked. This clause applies to pay progression, vacation, sick leave credits and all applicable employee benefits;
- Shared blocks will be offered and available when the Company's operational requirements so allow;
- A Cabin Attendant qualified for a foreign language may not obtain a foreign language block and a shared block for the same month.

B11.02 Mini-blocks and reserve mini-blocks

The Company and the Union agree that in addition to other leaves of absence programs, a mini-block program will be available for which every employee in the certification unit shall be eligible as per this Article.

B11.03 A Cabin Attendant on a mini-block or a reserve mini-block will be ineligible for additional leave requests, unless the request is for the entire month.

B11.04 Mini-blocks and reserve mini-blocks shall be offered to Cabin Personnel in order of seniority, by base, and by classification as provided herein.

B11.05 Mini-blocks and reserve mini-blocks shall be governed in all respects by the Collective Agreement, except as provided in this Article.

B11.06 Amendments to mini-blocks and reserve mini-blocks:

B11.06.01 Mini-blockholder:

Minimum block hours	32,5
Maximum scheduled block hours	42,5
Maximum absolute block hours	47,5
Days off	5

B11.06.02 Reserve Mini-blockholders

Scheduled block hours	37,5
Days off	6
(2 X 3 day period, being : *** and x x x)	

B11.06.03 Reserve mini-blocks shall be from the 1st day of the blocked month to the 15th day of the blocked month or from the 16th day of the blocked month to the last day of the blocked month.

B11.06.04 Cabin Personnel shall not be drafted except on a white day.

B11.06.05 Interline privileges shall apply to mini-blocks and reserve mini-blocks.

B11.06.06 The following shall be prorated:

- a) Vacation: a Cabin Attendant will be granted days paid at 2 credits prorated to the months of the year worked on a mini-block;

Example: A Cabin Attendant is entitled to 23 vacation days in a year; he is on a mini-block for a period of 6 months during the year. He will therefore have 12 vacation days at 4 credits and 11 vacation days at 2 credits.

- b) statutory holidays: a Cabin Attendant will be paid 3 hours instead of 4 hours, however, if the employee works on this day he will be paid 4 hours;
- c) sick credits: a Cabin Attendant will be granted 2 credit hours for each month on a mini-block.

B11.07 Bidding on mini-blocks and reserve mini-blocks shall be voluntary.

B11.08 Long-term mini-blocks

For the purpose of facilitating the conciliation of work and family life, while still maintaining effectiveness and efficiency of the operation, a Cabin Attendant may, if they want, request a mini-block on a permanent basis. The modalities are as follows:

B11.08.01 From September 1st to the 30th of each year, the Company shall post, if necessary, the number and duration of available long-term mini-blocks per base for the period of May until April of the following year;

B11.08.02 The interested Cabin Attendant in obtaining a long-term mini-block must indicate their choice by completing the form "Request for long-term mini-block";

B11.08.03 The number of long-term mini-block programs shall be determined by the Company based on the operational needs and taking into consideration that no additional costs are incurred;

B11.08.04 The long-term mini-block programs shall be awarded to Cabin Attendant based on seniority by home base;

B11.08.05 However, a maximum of 20% of long-term mini-blocks available will be assigned to Flight Directors;

B11.08.06 The Company shall inform the Cabin Attendants at the latest at the end of the second week of October;

B11.08.07 The long-term mini-blocks are of a minimum duration of 6 months and a maximum of 12 months based on the following options:

- November until April;
- May until April;
- September until May.

B11.08.08 The Cabin Attendant that is awarded a long-term mini-block must comply with the terms and conditions and may not interrupt the program prior to term; If the Company is forecasting a shortage and is hiring, the long-term mini-block may be interrupted at the Cabin Attendant's request for the applicable period.

B11.08.09 In order to be eligible for a long-term mini-block, the Cabin Attendant must have at least 24 months of service;

B11.08.10 The provisions in article B11.06 of the present Collective Agreement apply to long-term mini-blocks as well;

B11.08.11 The Cabin Attendants that take their annual vacation during a month of a mini-block shall have the following two options :

- Take a period of 5 days.
- Take 2 periods of 5 days for a total of 10 days.

B11.08.12 A shared blockholder and a mini-block holder may ask for a 1 week leave of absence when mitigation is offered. Request will be granted by seniority among all the requests for mitigation.

ARTICLE B12 TRIP EXCHANGES

This article is applicable at the time of the implementation of electronic trip trade.

General A trip exchange is a reciprocal donation of flights between two Cabin Attendants.

In a block month, a regular blockholder may initiate and/or accept a total of 3 trip donations from another regular blockholder. In addition, a reserve blockholder may initiate and/or accept a total of 3 reserve exchanges with another reserve blockholder. A reserve blockholder can also exchange a full block with another reserve blockholder.

A Cabin Attendant may donate a trip to another Cabin Attendant as long as they both respect the terms of Articles B12.01, B12.02 and B12.03.

If, under exceptional circumstances, a Cabin Attendant would like to make more than 3 trip donations during the same month, the request will be examined by In-Flight Service.

B12.01 Procedure

The regular blockholder requesting the trip exchange with or trip donation to another Cabin Attendant or a reserve blockholder wanting to exchange reserve days, will submit a request via TripTrade no later than 48 hours prior to the earliest pairing departure. Trip Trade will approve or reject the request within 24 hours.

Given that the schedule is not made available via e-CREW until the 24th of the month, no requests for the following month can be processed on the 23rd or 24th of each month.

B12.01.01 Exchanges/Donations

The reserve blockholder requesting to exchange a full reserve block will submit his request to the CSO within 72 hours following the publication of the schedules.

Requests for exchange or donation requested 72 hours or less before the departure of the pairing must respect the following conditions:

1. Cabin Attendants cannot exchange or donate an originally awarded pairing which includes a deadhead on another carrier except in the case of a subcontract or unless the carrier does not charge the Company an extra fee to change the ticket.
2. The exchange does not conflict with more than one other pairing on the Cabin Attendant's schedule except in the case of a subcontract.

B12.02 Approval

A trip exchange or donation to another Cabin Attendant or the exchange of reserve days will be approved when the Cabin Attendants are legal in all respects including any language qualified to operate the remainder of their blocks and when these Cabin Attendants are legal in all other respects as well. Trip donations or exchanges may be made only between Cabin Attendants in the same classification, except in the case mentioned and with another language qualified Cabin Attendant if this is a language pairing. Trip Trade will provide reasons for any trip exchange/donation denial.

B12.02.01 A flight / pairing may be exchanged for one or more flights / pairings. This will be considered to be only 1 pairing exchange.

B12.02.02 Trip exchanges, trip donations or reserve exchanges may be allowed in order to permit regular or reserve blockholders to operate flights in their new monthly block for which they would otherwise be illegal. A Cabin attendant may elect to separate a 48 or 72h hours period of days off in order to accommodate a flight exchange/donation (ARTICLE B12) via Trip Trade at the time of the request. In such cases, no IOU will be given to the Cabin Attendant and his day off may result in a 24 hours period of day-off

B12.02.03 When permission is granted for a trip or reserve days to be exchanged, or for trips to be donated to another Cabin Attendant, these will be considered to form part of the regular or reserve block of the Cabin Attendant to whom it is granted.

B12.03 Notwithstanding the foregoing, donating or exchanging trips may not result in the Cabin Attendant having a minimum of 40 hours or a maximum of 95 hours for a regular blockholder, a minimum of 20 hours or a maximum of 47.5 hours for a mini-block.

B12.03.01 A Cabin Attendant donating or exchanging a trip which results in his monthly hours being lower than the minimum monthly guarantee as per article B15.01.01 and B15.01.03, shall only receive the actual hours worked.

B12.03.02 A Cabin Attendant, whose hours surpass the maximum monthly limit of 85 hours because of a donation or exchange, shall not be entitled to time and a half as per article B15.02B15.02.01.

B12.04 During the period of this pairing, a Cabin Attendant who makes a trip donation may not:

- obtain an open pairing (including a sub-contract);
- accept an exchange or a donation of a flight;
- accept a special assignment;
- be drafted.

B12.05 When an exchange in reserve day is requested by the Cabin Attendant, the maximum number of days scheduled to work may be 10 consecutive days.

ARTICLE B13 LEGAL REST PERIODS

B13.01 Legal rest period at home or seasonal base

To be legal, a rest period at the Cabin Attendant's home base must be of the following minimum duration.

B13.01.01 For any overseas pairing, the rest period will be at least 24 hours.

B13.01.02 For any pairing whose duty period exceeds the scheduled maximum daily limitation specified in Article B6.05, the rest period will be at least 24 hours.

B13.01.03 A Cabin Attendant will benefit from a legal rest period of 20 hours, after having operated a night flight if he returns to his home base.

B13.01.04 For any pairing or training not mentioned above, the rest period will be at least 14 hours and 15 hours and 30 minutes, for reserve blockholders.

B13.01.05 For any interrupted pairing whose duty time does not exceed 6 hours on duty, the legal rest period will be 10 hours, from release time to the next report time, or 9 hours of prone rest at the hotel, in which case, the Cabin Attendant will receive the daily per diem, as stipulated in 21.01.

B13.01.06 A Cabin Attendant will not be contacted for any reason whatsoever between his second and eleventh hour of legal prone rest. Should the Company contact a Cabin Attendant during that time, he will be entitled to a new legal prone rest of 9 hours, which will commence immediately after that call.

B13.01.07 When a Cabin Attendant operates 3 consecutive turnaround pairings between December 20th and January 5th, without a legal 24 hour rest period between these pairings, he is entitled to a legal 24 hour rest period at the end of the 3rd turnaround pairing.

B13.02 Legal rest periods - Layover station

A rest period at a layover station must be of the following minimum durations.

NOTE : The wake-up call is made 1 hour before transportation to the airport.

B13.02.01 For all flights including a rest period at a layover station, the rest period will be at least 12 hours including 9 hours of prone rest as defined in Article ARTICLE 1.

B13.02.02 For all flights including a rest period at a layover station and with two station stops, the rest period will be at least 12 hours and 15 minutes, including 9 hours of prone rest.

B13.02.03 When building monthly blocks, upon the return of an overseas flight to a crew base other than the Cabin Attendant's home base, the rest period will be at least 15 hours, including 12 hours of prone rest.

B13.02.04 A station stop at home base not followed by a legal rest period will not be considered a return to home base.

B13.03 Notice of delay to the CSO during a deadhead

When a delay occurs during a deadhead on any carrier, with the exception of Air Transat, the crew must inform the CSO no later than 2 hours following such a delay upon arrival at their destination. The operation will then have the opportunity to find alternative solutions to comply with the collective agreement.

B13.04 Number of days of consecutive work within the same pairing

Within a pairing, when a Cabin Attendant works 4 periods on duty in 4 consecutive days, without any of these 4 duty periods being separated by a legal rest of 24 hours, the Cabin Attendant will be entitled to a legal rest period of 24 hours at the end of that period of 4 consecutive days.

Exception: If the 5th duty period is a deadhead to the Cabin Attendant's home base and the duty period is under 4 hours, he will have his 24 hours of crew rest at his home base.

B13.05 Relief

At any Canadian home base, if, because of unforeseen operational circumstances, the duty period exceeds the maximum daily limitation (as stipulated in section B6.05), the minimum length of the rest period that follows shall be extended by the same number of hours as that by which the planned maximum was exceeded and article B7.07 will be applied.

Example: YYZ-PUJ-YYC

Scheduled Duty Period	Scheduled Max. Daily Limitation	Actual Duty Period	Exceeding Max Daily Limitation	Scheduled Crew Rest	Actual Crew Rest
12:00	14:00	15:30	01:30	13:30	If scheduled crew rest is less than actual duty period, add amount of time that daily limitation was exceeded to determine new crew rest. In this case: 13:30 + 1:30 = 15:30 crew rest
12:00	14:00	15:30	01:30	17:00	If scheduled crew rest is equal to or higher than actual duty period, no change to crew rest. In this case: 17:00 is greater than 15:30 = 17:00 crew rest

B13.06 Cabin Attendants holding a regular block shall be entitled to 10 days off, per month. Cabin Attendants holding a reserve block shall be entitled to 12 days off per month.

B13.07 Lost days off, IOU

When the loss of days off results from irregular operations of a scheduled pairing and at the time of a draft, the Crew Scheduling Office will designate the specific replacement period upon the Cabin Attendant's return, and in the case of open flights, at the time of assignment.

B13.07.01 An IOU cannot be applied during a rest period, they are untouchable and the hours are guaranteed.

B13.07.02 If an IOU is owed to a Cabin Attendant, that day will be added to a 48 hour period. Should an IOU touch a multi-day pairing, the hours shall be prorated and the days of the pairing not affected by the IOU shall be on reassignment.

B13.07.03 If 2 or more IOUs are owed to a Cabin Attendant, these days may be taken jointly or separate. If the IOUs are taken jointly, this may touch more than one flight. If the IOUs are taken separately, they must be added to one or more periods of 48 hours, however, taking the IOU's separately should not touch more than one flight.

B13.07.04 Two or more IOUs may be grouped and taken together without it being necessary to add it to another period of forty eight (48) hours as long as a flight is not touched.

B13.07.05 Whether it be planned or scheduled for operational reason, a day off cannot be taken alone and must be given as an IOU, unless the day off has not yet been taken (i.e. in the case of separating two days off, only the second day becomes an IOU.)

B13.07.06 If a Cabin Attendant is released from a pairing for administrative reasons (ex : meeting with In-flight Service) the remaining days of the pairing shall be « white days » with the hours guaranteed and the Cabin Attendant will not be put on reassignment. The “white days” may be “available” (available for flight, reassign, etc...) or « not available » depending on the needs of In-Flight Service.

B13.07.07 The day or days will be days chosen by the Cabin Attendant and must be taken before the end of the month (with guaranteed hours) that they are due, unless the Cabin Attendant lost the days during the last 7 days of the month. In such a case, the day or days shall be taken before the end of the following month, at the choice of the Cabin Attendant. If an IOU cannot be taken during the month in question, due to vacation, authorised absence, etc. it must be postponed to the month following his return to active duty.

To replace a flight or pairing with an IOU, the notification must be given to the CSO at least 48 hours prior to the start of the flight or pairing.

B13.07.08 If the Cabin Attendant does not want the days or days owed as per article B13.07.07, the IOU(s) shall be integrated in the following month's schedule, with the minimum guarantee block.

B13.07.09 When a day or days are owed as per article B13.07.07, and/or B13.07.08 the following month, the Cabin Attendant shall be notified before the end of the bid period.

B13.08 Minimum duration

When time off of less than 48 hours is given back, it will be scheduled in conjunction with another period of time off in order to provide the Cabin Attendant with no less than a period of 48 hours.

B13.09 In case of delays

It is agreed that a duty period may overlap a day off up to 1 hour without this day being deferred.

B13.10 After a legal rest period at a layover station, it is agreed that Cabin Attendants must check their messages at the hotel between 08:00 and 09:00 local time and between 17:00 and 18:00 local time to inquire about any schedule changes, unless they have told the Flight Director or the Captain where they may be contacted.

ARTICLE B14 MONTHLY CALCULATIONS

B14.01 By the 15th of each month, the Company agrees to provide each Cabin Attendant with a list of his monthly flight time for the previous month. This information will be available online and shall also include but not be limited to sick leave banked, time banked, crew complement premiums, other additional credits, language premiums, drafts, etc.

B14.02 For the purpose of monthly calculations of flight time, a month will begin with the first flight leg operated during that month and will terminate at the end of the last flight leg commenced that month.

B14.03 . For the purpose of monthly calculations, credits will be granted when the pairing has been completed. It is agreed that a day starts at 00:00 local time.

B14.04 The Company will provide hard copies of the Cabin Attendants monthly time sheets to each Local President.

ARTICLE B15 CREDITS AND PAY

B15.01 Cabin Personnel on duty for one full month will be granted the guaranteed minimum monthly pay, as follows:

B15.01.01 Regular blocks

Either the applicable credits used to calculate the pay for the block for the given month, including open flying, trip exchanges and donations in accordance with B16.01.021 or 65 hours at the applicable hourly rate, for all Cabin Personnel, whichever is greater.

The guaranteed monthly pay will be reduced by 2 hours and 10 minutes per day of absence.

B15.01.02 Reserve blocks

75 hours at the applicable hourly rate, for all Cabin Personnel.

B15.01.03 Mini-blocks

Mini-blockholder shall be paid half their monthly hours at each pay period with a minimum of 16.25 hours.

B15.01.04 Reserve Mini-blocks

Reserve mini-blockholder shall be paid half their monthly hours at each pay period with a minimum of 18.75 hours.

B15.01.05 The guaranteed minimum monthly pay will be reduced by 2 hours and 10 minutes per day of absence. If the Cabin Attendant is assigned a flight or pairing, the pay reduction will be made using the actual number of credits lost due to the absence.

B15.02 A Cabin Attendant who elects to waive his applicable duty period limitation will be paid at time-and-a-half for any duty period over and above this maximum.

B15.02.01 All flying hours exceeding 85 hours (42.5 hours when on a mini block) will be paid at an hourly rate increase by 50%.

B15.03 Additional duties

B15.03.01 A Cabin Attendant who, under exceptional circumstances, willingly performs duties other than his own aboard the aircraft, such as a rotation of commissary, cabin cleaning, etc., will receive 1,5 hours of compensation at his applicable hourly rate of pay for all hours worked.

B15.03.02 A premium equivalent to 30 minutes shall be applicable to the salary only, for Flight Directors, for all flights departing and arriving in Canada to a home base. This premium shall not be considered in the monthly calculations of flight time.

B15.04 Reclassification

When a Cabin Attendant is assigned to a pairing in a classification other than his own, the following will apply.

B15.04.01 Higher classification

If assigned to a higher classification, the Cabin Attendant will be paid at the hourly rate corresponding to his seniority plus the premium related to the higher classification. A Cabin Attendant assigned for over 50% of his flight hours at a greater classification will be paid the higher pay, for the entire month.

B15.04.02 Lower classification

If assigned to a lower classification, the Cabin Attendant will be paid as though he had been assigned to his regular classification.

B15.04.03 A Cabin Attendant thus reassigned will be paid at the hourly rate corresponding to the classification in which he has been temporarily assigned, plus the appropriate premium; however, his hourly rate may not be reduced in the case of a Flight Attendant and his hourly rate plus his premium may not be reduced in the case of Flight Directors.

B15.05 Foreign language credits

When a language other than the 2 official languages of Canada is required on a given block, the Cabin Attendant assigned to an identified foreign language block, having the required language qualifications and registered according to the terms of Appendix B will be granted 2 hours of flight time credits per duty period during which the Cabin Attendant is required to use his language qualifications and identified as a "foreign language" one. This flight credit will not be used to calculate the monthly flight time limitation

ARTICLE B16 FLIGHT TIME CREDITS

Flight time credits The total amount of a Cabin Attendant's monthly flight time credits will be calculated as follows:

B16.01 Credit calculation The credits stipulated in this Article will be calculated to the nearest minute, as follows:

B16.01.01 Actual flight time and other credits scheduled, as indicated for the pairing in the Cabin Attendant's block, when issued with the following exceptions: in the case of a flight exchange and donation, the new flight hours are guaranteed not the one appearing on the block; or

B16.01.02 Actual flight time plus other credits actually earned; or

B16.01.03 One half of the actual time involved in any duty period; or

B16.01.04 The trip hour guarantee prorated at 1 hour of flight time credit for each 6 hours of total trip time or;

B16.01.05 Whichever is greater.

B16.02 Deadheading

For all deadheading, the flight time credit will be equal to $\frac{1}{2}$ the actual flight time or minimum credits as per B16.01.03, B16.01.04 or B16.01.05, while for any deadhead by surface transportation, the flight time credit will be paid if the scheduled transportation time exceeds 1 hour. The scheduled flight time will be used to calculate the flight time credit when the deadhead is on an airline other than Air Transat.

B16.03 Ferry flight

When a trip includes a ferry segment, In-Flight Service will be provided by the following Cabin Personnel:

- B-757 and A-330: 4 C/As
- B-737, A-310 and A-320: 3 C/As

and their flight time credits will be paid at the applicable hourly rate.

All other Cabin Personnel on this flight will be paid in accordance with Article B16.02 above.

B16.04 Four hours of flight time credits will be granted for having reported for a trip, without any flight time being performed.

B16.05 Four hours of flight time credits or half of the time spent in the classroom whichever is greater will be granted for each day of training.

B16.06 Training shall be considered time on duty.

B16.05.02 Starting as of April 1st 2017, Cabin Attendant will be awarded 4 hours in the month of their scheduled annual training in order to compensate all additional required administration of revisions, bulletins, etc. for the duration of the year. These credits shall not be considered in the monthly calculation of flight time.

B16.07 A Cabin Attendant will be credited with a minimum of 4 hours of flight time for any duty period or flight time actually performed and applicable credits actually earned, whichever of these two periods is greater.

It is agreed that when deadheading is the only part of a duty period, it will also be paid according to the previous paragraph.

EXAMPLE :

Day 1	DH YUL-YYZ legal rest period	4h00
Day 2	YYZ-LGW legal rest period	5h30
Day 3	LGW-YYZ wait for connecting flight	6h30
	DH YUL-YYZ	0h30

Applicable (deadheading) credits are defined in Article B16.02.

ARTICLE B17 GROUND DUTY – PASSENGER SERVICE

A Cabin Attendant will receive his hourly pay in the applicable classification in the following circumstances:

1. When he remains on board the aircraft on the ground, with passengers, for 30 minutes or more past the initial scheduled departure time.
2. When he performs service to passengers on the ground, whether or not the flight is operated.
3. Upon arrival, if he is required to remain on board, with passengers, for 30 minutes or more. However, in this case, he will be paid only for the time in excess of 15 minutes after actual arrival time.
4. For the total duration of any unscheduled technical stop.
5. During a pairing, and following a Company flight, when crew bags are not made available within 1 hour after flight arrival (after blocks inserted). This clause does not apply when a Cabin Attendant return to his home base.

When there is a delay of 30 minutes or more and passengers are provided with service, the highest credit provided for in either of points 1 and 2 above will be paid to the Cabin Attendant.

These credits will be granted only if the guaranteed minimum per duty period or per trip does not apply to the period or trip in question.

ARTICLE B18 SUB-CONTRACTS

Preamble The parties recognize that the operation of sub-contracts, i.e., special charter flights (e.g.: HADJ, MSO, White House, etc.) or substitution charter flights (e.g.: MyTravel, Air Canada, Skyservice, etc.), may be advantageous both to the Company

and to Cabin Personnel, by providing working conditions and exceptional opportunities overseas and in Canada.

This article applies to all Cabin Personnel : Flight Directors, Flight Director Instructors, cabin attendants and instructors.

The Company is required to notify the Union within 7 business days following the signing of a contract in order to negotiate any particular work conditions.

In order for the Company to be able to compete on the market and offer suitable working conditions, the parties agree to the following:

B18.01 Awards

Seniority prevails at all times in awarding sub-contracts, as long as the scheduled maximum monthly limitation specified in B6.01.01 and B6.01.02 is respected; moreover, the guaranteed minimum monthly pay defined in Article B15 applies.

Notwithstanding the foregoing, the terms and conditions in point B, under Article B18.09, are applicable as well.

A Cabin Attendant can be assigned to a sub-contract on the days when he is deemed to be on vacation. A Cabin Attendant may be assigned a sub-contract even if training had been scheduled at the moment of the sub-contract.

B18.02 Vaccines and visas

A Cabin Attendant who has been awarded a sub-contract according to the award procedures in the previous paragraph will be given, at the Company's expense, both the vaccines and visas needed for his stay overseas.

B18.03 Accommodations

It is agreed that accommodations away from home base during a sub-contract will be in keeping with the standards set in Article 19.01 and 19.02 of this Agreement, excluding the second paragraph of Article 19.02; moreover, the chart in Appendix D will be complied with in selecting the hotel, aside from exceptional circumstances.

B18.04 Long flight

If the sub-contract includes flights with over 12 hours of flying time, the Company will come to an agreement with the Union about adequate rest facilities so that Cabin Personnel can sleep, about rest periods in-flight and on layover, about crew meals as well as about the possible addition of Cabin Personnel, if necessary.

B18.05 Days off

Cabin Personnel assigned to a sub-contract and unable to take advantage of their 10 days off per month, at their home base, in accordance with Article B13.06, will be granted the missing days off during their stay overseas or in the following month, at the very latest. These days off will be split as little as possible into periods of 48 consecutive hours and Cabin Personnel will then be relieved of all work-related duties.

B18.06 Limitation of days away from home base

When the sub-contract exceeds 31 days, it is agreed that the crews cannot be obliged to remain overseas over 31 consecutive days. The Company will then proceed with a change in crew.

B18.07 Per diem

When a Cabin Attendant is away from his home base for 7 consecutive days or more, the Company will pay him, before his departure, or within the 1st business day upon his arrival at the destination, the daily per diem for the entire stay, in accordance with Article 21.01.

B18.08 Limitation and rest

The scheduled maximum daily limitation will be in keeping with Article B6.03. It is agreed that the rest periods specified in Article B13 are also applicable at all times. For application purposes, the city serving as a hub for the sub-contract is deemed to be the Cabin Attendant's home base during his stay. Should the Company want to operate a special charter (sub-contract) whose scheduled maximum duty periods would likely be exceeded, it will negotiate possible derogation with the Union.

B18.09 Crew complement

- a) In the case of substitution flights, the Company will comply with the terms and conditions in this Agreement with regard to crew complement and the maximum number of Cabin Personnel qualified for a foreign language.
- b) In the case of special charter flights, the Company reserves the right to make changes to the crew, as specified in Article 7.06. Moreover, the Company may comply with other terms and conditions dictated by the lessor of the special charter flight (sub-contract), in accordance with Article 3.03.

ARTICLE B19 DURATION

The Block Rules will be subject to revision by agreement between the Union and the Company.

Either party may re-open the Block Rules for discussion, at any time, by written notice.

B19.01 In view of the nature of the Block Rules, it is recognized that matters involving substantial additional cost should normally be considered during general negotiations for the renewal of the Collective Agreement, while procedural changes should normally be discussed at other times.

When notice to re-open the Block Rules for discussion is provided and no agreement can be reached, the Block Rules will continue in full force and effect.

APPENDIX A. IDENTIFICATION OF BENEFICIARY

AIR TRANSAT A.T. INC. c/o HUMAN RESOURCES DEPARTMENT

On _____

The purpose of this form is to appoint the beneficiary of the compensation provided for in Article 25 of the Agreement between Air Transat A.T. Inc. and the C.U.P.E.

_____ % of said compensation to _____
(name)

_____, during his/her lifetime, and in case of death, to
(address)

_____, at _____
(name) (address)

during his/her lifetime.

Any balance as well as any amount accrued following the death of the people appointed above will be kept for me or, if I should die before I have cashed these amounts, they will be paid to the authorized representative of my estate.

The above instructions may be changed at any time by letter bearing the signature of the undersigned and these changes will come into effect as soon as that letter is received by the Company.

Once the payments provided for herein above are made, the Company may not be obliged to pay any other compensation requested on my behalf under the Agreement between Air Transat and Cabin Personnel.

Moreover, if I should die away from my home base when on assignment for the Company, I would like my body to be brought back to Canada,

to the city of _____, and the following person to be notified:

NAME (please print) _____

SIGNATURE (of Cabin Attendant) _____

APPENDIX B. LANGUAGE QUALIFICATIONS

Date: All Cabin Attendants employed by Air Transat before May 8, 2006 are bound by the following:

I, the undersigned, _____, hereby declare that I have sufficient knowledge of the following language: _____ to establish official communications with passengers, and I am willing to take any eventual test to evaluate my actual proficiency in that language.

To meet the language requirements of trips where this language is used, the Company may count on my availability for each season, as defined by the Company, following my official registration for that purpose.

This registration binds me for the season in question and must be annually renewed in order to be valid.

Signature : _____ Date : _____

All Cabin Attendants hired on or after May 8, 2006 are subject to the following insofar as language qualifications are concerned:

I, the undersigned, _____, hereby declare that I have sufficient knowledge of the following language: _____

- to establish official communications with passengers, and I am willing to take any test to evaluate my actual proficiency in that language.
- to meet the language requirements of the pairings where that language is used, the Company can count on my availability for the duration of my employment.

I understand and accept that such availability means that the Company may assign me to any pairing for which knowledge of the _____ language is necessary, in compliance with the award rules set forth in the Collective Agreement.

Signature : _____ Date : _____

Note: The Company will make accessible to all Cabin Attendants the language qualification form every year on the 15th of February and will give up to the 15th of March for the form to be returned to In-Flight Service.

APPENDIX C. MAP



APPENDIX D. EVALUATION GRID FOR SELECTING HOTELS FOR LAYOVERS

4.4 - Hotel Inspection CheckList (+20 hrs.)

4.5 - Hotel Inspection CheckList (-20 hrs.)

4.6 - Hotel Inspection CheckList (Mexico Central America Caribbean)

These 3 checklists are available on Mundo.

APPENDIX E. PARTICIPATION AGREEMENT

BETWEEN: AIR TRANSAT A.T. INC.
(the “Employer”)

AND MULTI-SECTOR PENSION PLAN
by its Trustees
(the “Trustees”)

In consideration of the employer becoming a participating employer in the Multi-Sector Pension Plan (the “Plan”) by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Locals 4041, 4047 and 4078 of the Canadian Union of Public Employees (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan that will be effective the 1st day of November 2004 in accordance with the terms of the Collective Agreement (the “Collective Agreement”), failing which the Trustees or the Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs, in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated February 1, 2001, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective

Agreement. It is understood that there shall be no liability upon the Employer, the Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide the Employer, at its request, with a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each eligible employee is as follows:

- i) To be provided once only at plan commencement
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority list to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To be provided with each remittance
 - Name
 - Social insurance number
 - Monthly remittance
 - Pensionable earnings
 - Year-to-date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.
- iii) To be provided initially and as status changes
 - Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital status

APPENDIX F. REPORTING OF HOURS OF WORK FOR THE PURPOSE OF EI RECORDS OF EMPLOYMENT

The parties agree that this Letter of Understanding has been prepared to fulfill the reporting requirements of Section 10.(1) of the Employment Insurance Act Regulation to provide evidence of the hours worked by Air Transat cabin personnel for which they have been remunerated.

The parties agree that the simple formulas provided in this Letter of Understanding is necessary for this task of government reporting because:

- a) the current Air Transat pay system, which is based upon a Monthly Minimum Guarantee (MMG) and associated pay credits, does not make it feasible to report all cabin personnel's hours of work for which there has been remuneration; and
- b) the current Air Transat pay system is a longstanding compensation structure designed to deal with extremely complex work rules. The existing pay and operational tracking system which are based on industry-wide systems were never intended nor designed to report all hours worked covered by Air Transat's pay system.

As a result, and in order to report insurable hours on EI records of employment for cabin personnel, the parties agree that the following formula will be used:

All flight credit hours (regardless of the rate of pay) times a factor of 2.0 (e.g. one flight credit paid correspond to 2 hours worked);

- 70 hours paid at full rate, plus 4 hours paid at one and a half rate of pay, will result in 74 recognized hours times 2.0, equalling
- 148 hours, divided by 4.3 (based on a 30 day block month); or
- 34.4 hours per week to be reported as insurable EI hours of each week of that block month.

Cabin personnel on a full time flight release for any union business, or on ground duties, will also be credited 35 hours per week.

The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter. The parties further agree that this Letter of Understanding does not amend or re-interpret the Collective Agreement in any way but rather serves as a clarification of existing terms.

APPENDIX G. SABBATICAL YEAR

The parties agree that, within 3 months of the signature of the Collective Agreement, the company will undertake.

APPENDIX H. ILLNESS OR INJURY AWAY FROM HOME BASE

Contact Crew Scheduling and Your Flight Director

If you are unable to continue your pairing due to illness or injury, advise Crew Scheduling and your FD as soon as possible.

Get Medical Attention and Contact Your Insurance Company

Outside Canada : MedAire Phone: 1-602-281-3328

Fax: 1-480-333-3821

MedAire is a special service which offers medical advice and/or makes arrangements for a medical consultation when you are sick or injured on a pairing in a foreign country. (MedAire is not to be contacted when in Canada.)

- **Insurance:** It is your responsibility to contact Blue Cross and open an insurance claim. If you are hospitalized or have a major medical condition with risk of complications or if you will require care upon your return to your base, you will also have to contact the insurer (Blue Cross) to open your file. For more information please contact: medical@airtransat.com

Within Canada: Blue Cross (CanAssistance) Phone : 1-866-491-7726

Email : operations@canassistance.com

Croix Bleue's "CanAssistance" service is to be used if you are sick or injured on a pairing within Canada.

- **Insurance:** A Blue Cross insurance claim (reimbursement, not disability) will be opened when you contact "CanAssistance". You will have to fill up forms and the original receipts will be asked upon your return, so please keep them carefully. For more information please contact: medical@airtransat.com

Miscellaneous

- **Expenses: medication, doctor's bills, etc.:**
 - Work-related illness/injuries: claim expenses with CNESST/WSIB/WCB
 - Other illnesses/injuries: claim expenses with Blue Cross
- **Other Expenses:** Receipts for necessary and reasonable expenses related to your illness/injury may be submitted to Air Transat (taxi to/from doctor, phone calls to MedAire/Blue Cross, etc.)

To Return to Home Base

Important: You will not be permitted to return to home base until you have sent a doctor's note to Crew Scheduling, clearing you to travel (Fax: 1-514-906-5158). The note must indicate that you are either:

- fit to travel (ie: you are not fit to work but may DH home) or,
- fit to work (ie: you are now well and are able to continue your pairing).

Once they have received the medical note, Crew Scheduling or Can-Assistance will make your travel arrangements.

Once You Are Home

Still unable to work?:

- Consult your family doctor and ensure the appropriate forms are completed (Blue Cross or Work Injury – available on Mundo under "Human Resources")
- Send the forms to Medical Services by email at medical@airtransat.com or by fax at 514-906-5533
- Follow Sickness Policy procedures (see Customer Service Manual)

Fit to work?: You must book "fit" with Crew Scheduling.

For any other questions, please contact Inflight Service or the Human resources department at medical@airtransat.com

APPENDIX I. WORKPLACE CRITICAL INCIDENT STRESS PREVENTION PROGRAM

1. Critical Incident

Cabin Attendants may experience a critical incident while performing their duties, such as:

- death of a co-worker that occurs while on work time
- serious or life threatening injury to oneself or a co-worker while on work time
- a dangerous occurrence- that threatens the health and safety of oneself or a co-worker
- death of a passenger during flight
- incident causing severe injury to passengers
- violence inflicted on oneself or a co-worker
- violent crime in or near the workplace
- natural disasters that affect work

Critical incidents as referenced above may also occur while on a layover

2. Critical incidence occurrence

When a critical incident occurs on board a flight, the Cabin Attendant, shall be provided with a debriefing as soon as possible with the manager or his substitute. If the debriefing cannot be completed in person, one shall be done by phone. The Company shall, when feasible, provide the time and resources to a health and safety committee member to attend the debriefing. Following a debriefing, the affected Cabin Attendants will be offered a rest period greater than his legal rest before returning to his regular work.

The relevant workplace committee and policy committee will be informed of any of the types of incidents listed above by telephone immediately upon learning of the event. The affected Cabin Attendant(s) can speak to his health and safety representative at any time.

3. Defusing

Affected Cabin Attendants and/or other crew members will be informed to contact the EAP:

Trauma services

1 800.363.3872

traumaservices@shepellfgi.com

The counsellor provides information on normal reactions and how workers can take care of their emotional and physical health. The counsellor also outlines resources available to workers if they need more assistance.

This service is also available to the Cabin Attendant's immediate family (beneficiaries).

4. Follow up

The Cabin Attendant's manager or his substitute will do a follow up on a regular basis upon his return to work.

5. Committee mental injury assistance

Committee members who regularly perform defusing and debriefing shall be provided with resources to prevent mental injuries from this work, shall be provided with all required EAP services. The cap for such services may be extended if required.

External expert resources will be provided through the existing Employee Assistance Program.

APPENDIX J. HOTEL AND TRANSPORT COMMITTEE TERMS OF REFERENCE

1) Introduction

The goal of this Committee is:

- To ensure that crew accommodations meet the established criteria under the collective agreement and its appendixes;
- To ensure that crew accommodations are sustainable (cost, environment etc.) and
- To resolve any issues.

This Committee is designed to jointly participate in the process of hotel selection, from hotel sourcing to final approval.

2) Duties & Responsibilities

Hotel selection:

Hotel visits will be scheduled approximately 2 months prior to the start of the season or as soon as a new destination is determined.

The Committee Chair or his designate, in collaboration with the Company's representative, will be responsible to:

- 1) Review the response from the Requests For Proposals (RFP);
- 2) Define the downtown area or southern waterfront tourist zone;
- 3) Determine the best possible solution in the event that a hotel is unavailable or unsustainable in the selected perimeter by applying the principles of point 8 below;
- 4) Identify hotels to be visited. For Southern destinations, the all-inclusive costs to the Cabin Attendants will be considered;
- 5) Visit and evaluate hotels according to Appendix D;
- 6) Joint on-site post evaluation debrief;
 - a. All Committee members present will share their initial evaluation;
 - b. Submit final evaluation grid to the Company Committee member with final decision of hotel approval within 48 hours of the visit.
- 7) Once the contract is signed, the Company will immediately inform the Committee of the selected accommodation and all pertinent information (crew benefits). When necessary and upon agreement, the Committee will make joint communication to Cabin Attendants.
- 8) The Committee will extend the perimeter of the downtown area or of the waterfront tourist zone if a hotel cannot be found due to one or more of the following:
 - Non-availability;
 - No response to RFP following comprehensive efforts;
 - Non-conformity with the mandatory criteria of Appendix D;
 - Unsustainable cost increase compared with the destination's market value.

In such a case, the contract will be signed for one season only and a new selection process will take place the following year.

Problem Resolution

- Analyse and agree to solutions to issues raised by Cabin Attendants.
- Agree to options if a change of hotel is immediately necessary due to risks to security, health and safety or when there is unresolved important issues.
- If the Joint Committee cannot agree, the problem will be referred to the Component Executive to determine, with the Company, what actions are necessary to resolve the problem.

3) Access to documentation

The Committee members will have access to any information considered essential to perform their duties such as:

- Sourcing lists – upon request
- RFP summary document (long list) including all pertinent information
- Crew care summary report
- Corporate security audit report (if conducted)

4) Committee members

The Joint Committee is composed of:

- One Cabin Attendant per home base;
- Union chair;
- Component representative;
- Company representatives.

5) Meeting

The Committee will meet twice a year, in the fall in order to prepare the winter season and in the spring in order to prepare the summer and to discuss the hotel situations. It is understood that, in addition to the meetings, on an exceptional basis, a conference call or ad-hoc meeting may be required to address a particular issue.

6) Release

Committee members will be compensated as per article 27.02. The chair of the committee shall be released for an extra day to prepare for the meetings.

During hotel visits, committee members are covered by the collective agreement including article B16.

LETTER OF UNDERSTANDING # 1**LANGUAGE QUALIFICATIONS OF FD'S**

Notwithstanding the provisions of Article 11.09 and Article 11.17, the Company and the Union agree that all Cabin Attendants on the seniority list as of the date of ratification of this Collective Agreement without a knowledge of both official languages of Canada will be eligible to obtain a promotion to operate as Flight Director.

LETTER OF UNDERSTANDING # 2**IMPLEMENTATION OF A COMPUTERIZED
MANAGEMENT SYSTEM**

New letter of understanding for the implementation of a computerized management system that will allow the following functions:

- Daily list of all open flights
- List of flights up for exchange or donation, the administration of the exchanges and donations will be automated
- Ability to see the cumulative hours for each Cabin Attendant on reserve, as the month progresses
- Available vacation during the year and assignment to Cabin Personnel by seniority
- Automatically assign vacation time

LETTER OF UNDERSTANDING # 3 JOB PROTECTION

THE COMPANY AND THE UNION AGREE ON THE FOLLOWING:

1. The Company, a subsidiary of Transat A.T. Inc. and authorized for this purpose by the Board of Directors thereof, will ensure that for each fiscal year a minimum of 60% of all seats purchased, reserved, resold, or otherwise booked by the Company, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France), on aircraft of air carriers operating the following flights, be purchased, reserved, resold, or otherwise booked on aircraft operated by members of the Union whose working conditions are governed by the collective agreement in effect between the Union and the Company (members of the Union):
 - Flights originating from Canada;
 - Flights with a destination point in Canada.

Both parties agree to exclude from this agreement and from the computation of the minimum percentage of seats purchased, all sub-contracts between the Company and those entities not owned and/or controlled by Transat A.T.

This agreement also applies to any entity or corporation that could be created by the Company or by Transat A.T. Inc. and that could purchase, reserve, resell, or book any seats previously purchased, reserved, resold or otherwise booked by the entities and corporations as specified in the preceding paragraph.

In the event that fewer than 50% of all seats purchased, reserved, resold, or otherwise booked by the Company, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France) are operated on wide-bodied aircraft by the Company, the parties agree to re-open LETTER OF UNDERSTANDING # 3 which stipulates the conditions for operating narrow-bodied aircraft. The Union has the exclusive right to re-negotiate the terms of this Letter of Understanding. To this end, the Union has the right to serve notice under Section 49 of the Canada Labour Code, and the terms of Section 89 of the Code are deemed to have been met.

2. The Company will provide the Union with any information required for a follow-up of the situation with respect to the application of Article 1 of this agreement and as specified in Appendix A. The information imparted is subject to a confidentiality agreement that the Union and its representatives agree to sign, with the exception of the overall percentage result;

3. Once a year, the Company and the Union will meet for the purpose of deciding if the percentages specified in Article 1 of this agreement have been complied with;

The first annual meeting will take place no later than 60 days after the end of the 2011 fiscal year;

4. If the percentage specified in Article 1 of this agreement has not been reached within any given fiscal year, the Company will pay the Union pre-assessed damages in accordance with the following table:
 - a) when the negative difference between the percentage reached and 60% represents between 1% and 5% of seats: \$200,000;
 - b) when the negative difference between the percentage reached and 60% represents between 5.01% and 10% of seats: \$750,000;
 - c) when the negative difference between the percentage reached and 60% represents more than 10.01% of seats: \$1,500,000.

In the event that over the course of any given year the Company does not meet the minimum ratio of 60% as specified in Article 1 and that damages must be paid by the Company to the Union in accordance with the terms of Article 4, the Company will have the option upon sending a written notice to the Union to defer the number of unfilled seats from the year just ended to the following year. Only in the event that the number of unfilled seats was not reached in the fiscal year of deferment will damages for the previous fiscal year then become due and payable, such payment being payable by the Company to the Union within 90 days following the end of the fiscal year of deferment. Furthermore, any damages payable in accordance with the terms of Article 4 will be cancelled if the number of unfilled seats for the previous fiscal year is achieved during the fiscal year of deferment, and this in addition to the 60% ratio to be achieved during the course of the fiscal year of deferment.

Transat A.T. Inc. and all entities or corporations specified in Article 1 of this agreement may not knowingly decide not to meet the fixed percentage of 60% for the reason that it would be more economically beneficial to purchase, reserve, resell, or otherwise book seats with an air carrier other than the Company's carrier.

5. The implementation of the provisions of Articles 1 and 4 of this agreement will be suspended for any period during which the activities of the Company, of Transat Tours Canada Inc., or of the British and French tour operators, respectively, The Airline Seat Company Limited and Vacances Transat (France), which are the subject of the agreement as specified in Paragraph 1 of this agreement, are adversely affected by events such as an economic crisis or slowdown, an attack, a natural disaster, or social, political, or climate-related incidents, including, without being limited to the aforementioned events, strikes, atmospheric disturbances, epidemics, (for whatever reason) the blocking of transport means,

earthquakes, fires, storms, floods, government or legal restrictions, or any other cause beyond the control of the Company, of Transat Tours Canada Inc., or of the British and French tour operators The Airline Seat Company Limited and Vacances Transat (France);

Notwithstanding the foregoing, if only one part of the aforementioned entities is adversely affected, other entities will remain entirely subject to the terms and conditions of this agreement. If need be, overall provisions of the Letter of Understanding will remain applicable for all entities not adversely affected, with the exception of Article 1 pertaining to the minimum seat percentage. In such cases, the applicable percentage will be calculated on a pro rata basis for each unaffected entity and according to statistics established over the course of the previous year.

In addition, for the provision of suspension to be applicable, events adversely affecting activities should not affect the overall market of all parties to the agreement. If need be, provisions 1 to 4 of this agreement will not be suspended and will continue to be in effect.

As well, the parties hereto agree that a normal fluctuation of business activities is not a sufficient motive to allow the suspension of Articles 1 to 4.

The term "adversely affected" means a reduction in sales, in passengers, or a combination of both in the Canadian market or a market specific to a given destination.

6. The Company declares that it is mandated by Transat A.T. Inc. to establish through this provision a guarantee in favour of the Association according to which Transat A.T. Inc. must pay damages as stipulated in Article 4 of this agreement if Transat A.T. Inc. does not comply with this obligation;
7. In the event that pressure tactics, slowdowns, or strikes by Union members from the beginning of negotiations prevent Transat A.T. Inc. from meeting the 60% target, Transat A.T. Inc. will be released from its obligation to pay the damages as specified in Article 4.
8. In the event of a conflict between the collective agreement and this Letter of Understanding, the collective agreement will take precedence.

Appendix A

Computational procedure for establishing the minimum seat percentage from Air Transat A.T. (Air Transat) operated by members of the Canadian Union of Public Employees (CUPE)

In accordance with Articles 1, 2, and 3 of LETTER OF UNDERSTANDING # 3 and pursuant to the presentation delivered to the CUPE Union Executive by the Air

Transat Vice-President, Finance, the minimum percentage of Air Transat seats operated by CUPE will be established in the following manner:

Both parties agree that the present computational procedure only applies to flights originating in Canada and flights with a destination point in Canada. All flights not qualifying under one of the two aforementioned categories are expressly excluded from the present computational procedure and are therefore excluded from the Letter of Understanding.

Both parties expressly agree to exclude from the computational procedure for establishing the minimum seat percentage of seats purchased, all sub-contracts between Air Transat and entities not owned and/or controlled by Transat A.T. Inc.

For the purpose of determining the numerator:

All seats purchased, reserved, resold, or otherwise booked by Air Transat, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France) on aircraft operated by members of ALPA and whose working conditions are governed by the collective agreement in effect between ALPA and Air Transat. Both parties agree to include in the numerator, all unsellable seats which are operated by members of CUPE and which include ferry flights.

For the purpose of establishing the denominator:

All seats purchased, reserved, resold, or otherwise booked by Air Transat, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France), on aircraft of any air carrier other than Air Transat, as well as all seats included in the computation of the aforementioned numerator.

Data used for the computation:

The information sources used by both parties to determine the numerator and denominator will consist of Air Transat information systems, namely, SAP, AIMS, and information systems used by our tour operators Logitours and Anite, or any other system that could be used in the future for the computation of these seats.

Data available to CUPE will notably include the number of seats operated by each air carrier used by: Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France) used for each half-year, that is, the winter half-year from November 1 to April 30, and the summer half-year from May 1 to October 31, as well as the annual total of each of the said air carriers.

Air Transat, a subsidiary of Transat A.T. Inc. and authorized for this purpose by the Board of Directors thereof, offers the possibility of performing this verification while using external auditors and/or CUPE professionals who in both cases will benefit from the support of Transat A. T. and Air Transat personnel.

Other provisions:

This agreement also applies to any other entity or corporation that could be created by Air Transat or by Transat A.T. Inc. and that could purchase, reserve, resell, or book seats previously purchased, reserved, resold or otherwise booked by Air Transat, Transat Tours Canada Inc. (with the exception of Rêvatoours), the British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and the French tour operator Vacances Transat (France).

In addition, if Air Transat chooses to sell seats to other entities owned and/or controlled by Transat A.T., they must first refer to the Letter of Undertaking and the present computational procedure and agree to comply with the overall terms and conditions contained therein.

No changes to the terms of this computational procedure shall be valid or enforceable unless they are made in writing and the document is signed by an authorized representative of each party.

This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective representatives, as well as their respective legal representatives, successors, and permitted assigns.

LETTER OF UNDERSTANDING # 4**IMPLEMENTATION OF A FATIGUE RISK
MANAGEMENT SYSTEM (FRMS)**

The Company and Union agree to commence discussions with the goal of implementing a Fatigue Risk Management System (FRMS) system during the creation of pairings and construction of blocks. The goal and spirit of this program will be in the same intent of the Letter of understanding #29 of the Pilots collective agreement.

A joint Committee will have the responsibility to ensure the follow up and implementation of the new program once the parties have agreed to the Fatigue Risk Management System (FRMS). The Committee will have to work in conjunction with a representative of the Health and Safety Committee.

The implementation of this program will be gradual and will be re-evaluated on an ongoing basis during its implementation. The joint Committee shall meet, at the latest, 6 months following the signature of this agreement to establish and develop the work plan needed for the implementation of the program.

The Committee responsible for the program shall be one already found in Article 27 of the collective agreement. In the event that the parties agree that this responsibility should be given to another committee, it shall be included in the Committees found in Article 27 of the present collective agreement.

LETTER OF UNDERSTANDING # 5

TRAVEL SERVICES

BETWEEN: AIR TRANSAT (the Company)
AND: The Airline Division of CUPE
Air Transat Component (the Union)

CONSIDERING the Company's current flexible fleet strategy and the opportunity to increase its seasonal B737 fleet by an additional aircraft for the 2016-2017 winter season;

CONSIDERING the parties are working in close collaboration to find ways of minimizing the number of flight attendant layoffs over the winter season.

CONSIDERING the Company has concluded a contract with Travel Services to lease 1 B737, which will operate flights from approximately mid-December 2016 until end of April 2017;

CONSIDERING that this aircraft would be operated with Air Transat Cabin Attendants;

CONSIDERING that the Aircraft would mainly be based in YYZ and all Cabin Attendant rotations will begin and end in YYZ;

CONSIDERING that it is a regulatory requirement to have Cabin Attendants trained on this B737 pursuant to Travel Services AOC;

CONSIDERING that it is a Civil Aviation Authority (CAA) requirement to have the Cabin Attendants governed by their regulations;

CONSIDERING the estimation of our needs is to have approximately 30 Cabin Attendants (this calculation is done as per the collective agreement; that is, an average of 75 hours and a minimum of 15% reserve);

THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. Create a group of Cabin Attendants trained on the Travel Services aircraft and dedicated to the flights operated by Travel Services during the term of this letter of understanding;
2. To select Cabin Attendants for this assignment, the following procedure will be applied:
 - 2.1. Step 1: Available positions will be posted according to Articles 11.01 to 11.05 inclusively of the collective agreement.
 - 2.1.1 This posting will be open to all Cabin Attendants at all bases, including those on layoff status. In order to be selected for this assignment, the Cabin Attendant must be active for the entire duration of this letter of understanding including the training period.
 - 2.1.2 The Company will include the forecasted layoff and recall numbers for the winter season. It is understood that this forecast will be an approximation. However, the Company will make every effort to publish the most accurate information.
 - 2.1.3 The Cabin Attendant selection will be done by seniority.
 - 2.2. Step 2: If the number of candidates is less than the number of employees required, the Company will send an offer letter to all Cabin Attendants who are laid off or who may be laid off during the winter season.
 - 2.2.1 In the offer letter, the Cabin Attendant will be asked if he chooses to be assigned to the Travel Services aircraft for the total duration of this letter of understanding.
 - 2.2.2 Offer letters will be sent to Cabin Attendants in writing by courier, at their last known address, at least 14 days in advance of the start of the assignment. On receiving such a letter, which will be considered to be 2 days after the mailing date, a Cabin Attendant will have 7 days to notify the company of his intention to accept this offer. If the Cabin Attendant fails to do so, they will be considered to have refused the offer.
 - 2.3 Step 3: If the number of candidates is less than the number of employees required, the Company will assign YYZ Cabin Attendants by reverse order of seniority starting with those who are laid off. If the Cabin Attendant refuses, he/she shall be considered resigned from the Company.

2.3.1 If the number of Flight Director candidates is less than the number of employees required, the Company will assign and train YYZ Flight Directors on the 2016-2017 Flight Director list by reverse order of seniority in accordance with Travel Services regulations. If the Flight Director refuses, he/she shall be considered resigned from the Company.

2.3.1.1 In order to adequately train new Flight Directors for this assignment, Cabin Attendants selected for this position will start their assignment during the month of November.

2.3.1.2 Initial FD will cumulate active months during the entire assignment on TVS. These months will count towards achieving permanent FD status.

3. The Cabin Attendant selected for this Travel Services contract, will be assigned, in the position that they have been attributed (FA or FD), for the total duration of this letter of understanding and will not be affected by layoffs.
4. The Cabin Attendant assigned to this Travel Services contract will receive a premium of 10% of their salary for the duration of the assignment. For those Cabin Attendants working as Flight Directors, the 10% also apply to the Flight Director premium and this, for the duration of the assignment.
5. The pairings available for bidding purposes to Cabin Attendants assigned to flights operated according to this Travel Services contract will consist exclusively of flights operated by Travel Services.
6. The Cabin Attendant assigned to this Travel Services contract must be available before the beginning of the contract for a period of 2 weeks (approximately December 1st until December 15th, 2016) in order to receive their TVS qualification training. It is understood that the Cabin Attendant will receive the 10% premium during that period. Training preparation at home will be paid as it was in 2016.
7. The Cabin Attendant assigned to this Travel Services contract will also have to be available at the end of the contract for a period of 2 weeks (approximately May 1st until May 15th 2017) in order to receive their requalification training on Transat aircrafts. It is understood that the Cabin Attendant will receive the 10% premium during that period.
8. The 2017 vacation bids and awards will take place at the end of 2016 as per the collective agreement. Due to operational requirements, it is understood that, for those Cabin Attendants assigned to the Travel Services contract, there will be a limited number of available vacation periods for the months of January to April 2017.

9. Cabin Attendants assigned to training during their scheduled vacation period (November-December 2016) have the option of:
 - a. Deferring their vacation until after the end of this present LOU, depending on availability and if their seniority allows or;
 - b. Receiving pay for this vacation at their regular rate of pay or;
 - c. Transferring the monies into their RRSP.
10. All provisions of the collective agreement apply, unless specifically modified in the present letter of understanding or if required, to comply with CAA and EASA regulations should they be more restrictive. EASA regulations will be made available on Mundo to all TS Cabin Attendants assigned on this contract.
11. If required by Travel Services, Cabin Attendants must attend and pass a medical examination;
12. This letter of agreement will be terminated at the end of the current collective agreement in force (October 31, 2021) and the conditions described in this agreement shall be automatically renewed if a similar agreement is concluded for the years 2018 to 2021. However, in the event a significant problem arises or if there are major changes, the parties reserve the right to renegotiate this agreement. It is understood that the Company provides, each year, the details of the operation, such as number of aircraft involved, crew requirement and duration.
13. The Company agrees to reimburse CUPE up to a maximum of \$5000 in order to cover a portion of the expenses incurred for the vote on this present letter of understanding.
14. This letter of understanding is a tentative agreement conditional on a positive outcome of the vote that will be conducted by CUPE.

LETTER OF UNDERSTANDING # 6

CREW COMPLEMENT

Considering the increased competition in the Airline Industry in Canada which impacts the profitability of Air Transat, the parties agree to the following terms:

Notwithstanding article 7.06 of the collective agreement, as of November 1, 2016, the aircraft complement will be as followed:

The aircraft complement for a Boeing 737

- 1 Flight Director
- 3 Flight Attendants

The aircraft complement for an Airbus 330 is:

- 1 Flight Director
- 8 Flight Attendants

The aircraft complement for an Airbus 310 is:

- 1 Flight Director
- 6 Flight Attendants

In consideration for the above, the parties agree to the following terms:

1. Layoff Protection

The company will not layoff any employee due the implementation of the reduced crew complement on the Airbus 330.

The company will provide the calculation process of current manpower planning at the former crew complement and reduced crew complement. The Company will share the information with the Union with total transparency in the manpower calculation process.

In order to do so, the following steps will be taken:

1. A union-appointed representative will be trained and released at the Company's expense and have a full participatory role in establishing and understanding:
 - a. The surplus of manpower resulting from the reduction in crew complement;
 - b. The monthly manpower requirement per classification as per Article 7.06 of the Collective Agreement, and this Letter of Understanding.
2. The surplus of manpower resulting from the change in crew will be established with the participation of the union representative appointed as mentioned above.
3. The appointed representative will work in conjunction with the PMC Committee and the Planning Department (Senior Planner / Crew Requirements) to ensure, on a monthly basis, that all manpower is reflective of the crew complement ratio as per article 7.06 of the collective agreement. It is understood that all relevant

documents will be provided to the appointed representative with full transparency.

4. The Cabin Attendants affected by the crew complement reduction will be assigned as extra until the surplus of personnel has been absorbed.
5. As long as there is a surplus of cabin personnel, leaves of absence, mini-blocks and other mitigation incentives will be offered.
6. The Company will provide a monthly list of all employees who are no longer employed by the Company.

The company will maintain number of employees that equals to the difference between the two lists until the natural attrition is achieved.

Example:

	<u>Jan</u>	<u>Feb</u>	<u>...</u>
<u>NEED as per former crew complement</u>	<u>900</u>	<u>1050</u>	
<u>NEED as per new 1 per door ratio</u>	<u>750</u>	<u>925</u>	
<u>Difference</u>	<u>150</u>	<u>125</u>	
<u>Permanent departure</u>	<u>5</u>	<u>3</u>	
<u>Cumulative</u>	<u>5</u>	<u>8</u>	
<u>Carry over</u>	<u>145</u>	<u>117</u>	

2. Protection Against Work Intensification

- The parties agree that any significant change in service and/or Cabin Attendant duties will not result in work intensification. In order to monitor this, a job task analysis will be done. The baseline for the job task analysis will be new service (EuroBistro) with the reduced complement. The Union and the Company will jointly decide on who will conduct the job task analysis.
- Any change in service, including procedures and timelines have to be jointly discussed with the Component Executive or their designate. Any dispute raised by the Union will be considered.

3. Salary Protection

- Hours will continue to be optimized at 75 hours as per Article B3.02

4. Monetary Incentive

In order to recognize the commitment and involvement of the Cabin Attendant's collective effort to reduce costs, the Company will pay in the form of a lump sum representing the savings related to salary and crew expense (hotel, per diem, transport) for the first 14 months of operations following the crew complement reduction.

- The lump sum to all Cabin Attendants will be as follows:

<u>Less than 3 years of service:</u>	<u>1300\$</u>
<u>3 years but less than 6 years:</u>	<u>1700\$</u>
<u>6 years but less than 10:</u>	<u>1900\$</u>
<u>10 years but less than 15:</u>	<u>2200\$</u>
<u>15 years but less than 20:</u>	<u>2700\$</u>
<u>20 years but less than 25:</u>	<u>3400\$</u>
<u>25 years and more:</u>	<u>4200\$</u>
- A number of voluntary separation program equal to the surplus on November 1, 2016.
- Cabin Attendants on maternity or parental leave or on disability (including cases of work accident) will receive the lump sum upon their return to work.
- Cabin Attendants hired after December 31, 2015 will not receive the lump sum.
- The lump sum will be payable within 90 days of the confirmation by the union of the list of eligible Cabin Attendants.
- At the choice of the Cabin Attendant, the lump sum can be paid into a RRSP.

5. Further Crew Complement Reduction

- The parties will meet within 60 days following the ratification of the collective agreement in order to agree to terms that will be presented to Cabin Attendants for an eventual vote on a further reduction of crew complement to 1 flight director and 7 flight attendants on the Airbus 330.
- The terms of this agreement will be presented to Cabin Attendants by representatives of the employer for a vote by secret ballot that will be held electronically. The vote will be organized by the Union. The Employer will reimburse to the Union the costs associated to this vote.
- The Union Executive will not be required to recommend the terms of this agreement.
- Should the majority of Cabin Attendants vote in favour of the new working conditions, they will become applicable, as well as the associated crew complement, at the earliest on January 1, 2017.

- Should the majority of Cabin Attendants vote against the new working conditions, the terms of the collective agreement on crew complement will not be modified further than the terms applicable on November 1, 2016.

6. Terms of this Letter of Understanding

The terms of this Letter of Understanding shall no longer be applicable 3 months following an increase in the aircraft complement in Transport Canada's regulations that exceeds the new ratio.

7. Voluntary Leave Program

A voluntary departure program, related to the reduction in the number of employees, will be offer the Cabin Attendant. The number of voluntary separation program equal to the surplus on November 1, 2016.

This program is temporary and ends January 2017.